1 Hislop Law Group, PLLC Terence J. Hislop (SBN: 026963) Biltmore Office Plaza 2 2942 N. 24<sup>th</sup> St Suite 114 Phoenix, Arizona 85016 3 Phone: (480) 266-9750 thislop@hisloplawgroup.com 4 hisloplawgroup@hisloplawgroup.com Attorneys for Plaintiff Norma P. Hernandez 5 6 IN THE UNITED STATES DISTRICT COURT 7 FOR THE DISTRICT OF ARIZONA 8 Case No.: CV NORMA P. HERNANDEZ, Individually Plaintiff. 9 Norma P. Hernandez vs. 10 **COMPLAINT** CARLOS C. RODRIQUEZ, an individual; 11 BANK OF AMERICA, NA, a corporation; Federal Claims DESERT SCHOOLS FEDERAL CREDIT 12 UNION, a corporation; ELAN FINANCIAL (I) Truth in Lending Act (TILA) SERVICES, a corporation; JP MORGAN Fair Credit Reporting Act (FCRA) (II)13 CHASE BANK, NA, a corporation. Unfair and Deceptive Co-signer (III)Defendants. **Practices** 14 State Claims 15 (IV) Common Law Fraud /Fraudulent 16 Concealment/Promissory Estoppel Aiding-and-Abetting Fraud, (V) 17 Fraudulent Concealment (VI) Statue of Frauds 18 (VII) Arizona Consumer Fraud Act (VIII) Fraud and Fraudulent Concealment 19 JURY TRIAL DEMANDED 20 21 22 23

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and for its cause of action against the above named Defendants hereby states and alleges as follows:

Plaintiff NORMA P. HERNANDEZ (Plaintiff), by and through undersigned counsel, as

### <u>INTRODUCTION</u>

This case is about a working woman who became a victim of a friend's criminal betrayal and the unlawful indifference of several large banks. Both the friend and the banks had one thing in common; they wanted the Plaintiff's money in defiance of the law.

Unsophisticated in the ways of the predatory intentions of this friend and based on her nature as a trusting person, the Plaintiff believed the Defendant CARLOS C. RODRIQUEZ's (RODRIQUEZ) verbal representations.

The Plaintiff entered into an agreement with Defendant RODRIQUEZ, to assist him in an hour of need. The Plaintiff did ultimately authorize Defendant RODRIQUEZ to become a co-debtor to one single existing credit card she held.

The Plaintiff's intent was to help a friend establish credit for Defendant RODRIQUEZ.

But, after this, Defendant RODRIQUEZ opened three additional credit cards without the Plaintiff's authorization.

Defendant RODRIQUEZ represented himself as an expert in the world of credit cards and of this, there can be no doubt. The fraud Defendant RODRIQUEZ committed upon the Plaintiff was greatly compounded by Defendant RODRIQUEZ's confidence that Defendant

credit card issuer's possessed an unwillingness or inability to comply with numerous regulations instituted to protect the Plaintiff from the harm she suffered.

Without the Plaintiff's knowledge or approval, Defendant RODRIQUEZ was able to obtain credit on the Plaintiff's good name which facilitated a lifestyle at the expense of the Plaintiff that would embarrass a sailor on shore leave. His antics are definitive of egregious fraud.

Defendant credit card issuers violated the Truth in Lending Act (TILA), The Fair Credit Reporting Act (FCRA), Unfair and Deceptive Co-signer Practices, Arizona Consumer Fraud Act and the Statue of Frauds. In addition, Defendant credit card issuers have perpetrated fraud and fraudulent concealment. In addition, Defendant credit card issuers reported derogatory and adverse information to credit reporting agencies (CRA's) impairing Plaintiff's credit reporting file. Defendant credit card issuers compounded those problems, and made its violation willful, when each refused and continue to refuse to produce the original written agreement creating the obligation it says Plaintiff owes. Defendant credit card issuers continued and continue to collect a debt that was not legally owed by the Plaintiff and one that Defendant RODRIQUEZ refuses to pay.

The Plaintiff is left with \$39,239.73 in credit card debt. Plaintiff also made \$16,506.81 in payments on the four credit cards in question in order to attempt to preserve her credit and

<sup>&</sup>lt;sup>1</sup>Desert Schools Visa xxxxxxxxxxxx2513 balance owed as of April 24, 2013 is \$12,868.29; Desert Schools Visa xxxxxxxxxxxx9530 balance owed as of May 19, 2013 is \$8,296.64; Chase xxxxxxxxxxx5633 as of May 16, 2013 is \$11,911.40; Bank of America Visa

and Plaintiff is \$55,746.54.

avoid collection. Defendant RODRIQUEZ total debt obligation to date to credit card issuers

### **SUMMARY OF COMPLAINT**

This is an action for damages brought by Plaintiff for fraud against Defendant RODRIQUEZ's and Defendant credit card issuers aiding-and-abetting fraud, fraudulent concealment, violations of Truth in Lending Act (TILA), Fair Credit Reporting Act (FCRA), Federal Trade Commission Credit Practices Rule, breach of Arizona Statue of Frauds and Arizona Consumer Fraud Act, using credit reporting agencies to effect the broader scheme, bypassing data retention requirements and reporting false information.

In each of the following four separate credit card accounts, Plaintiff is listed as a co-obligator with Defendant RODRIQUEZ, whom Plaintiff is unrelated to. Unequivocally, Plaintiff never used any of the credit cards to make purchases nor did she benefit from any of the purchases which were exclusively made Defendant RODRIQUEZ.

The following credit card accounts pertain to this action:

xxxxxxxxxxxx0884 as of June 1, 2013 is \$6,163.40. In addition, in an attempt to preserve her good credit, while continuing unsuccessfully to persuade Defendant RODRIQUEZ to pay his charges, Plaintiff paid minimum monthly charges until January of 2013. Total payments made per credit card by the Plaintiff are, Desert Schools Visa xxxxxxxxxxxxx2513, \$4,061.00; Desert Schools Visa xxxxxxxxxxxx9530 is \$3,240.80; Chase xxxxxxxxxxxx5633 is \$6,634; Bank of America Visa xxxxxxxxxxx0884 is \$2,571.

Desert Schools Visa xxxxxxxxxxxx2513 (hereafter referred to as the first Desert Schools credit card); opened on December 12, 2008; listed as "closed" on credit reporting agency's (CRA) report as 2-2012 "at consumer's request."

Desert Schools Visa xxxxxxxxxxx9530 (hereafter referred to as the second Desert Schools credit card); opened on July 1, 2011; listed as "closed" on CRA report as April 4, 2012, "at consumer's request."

Chase xxxxxxxxxxx5633; opened on July 5, 2011; CRA states listed as, "Account information disputed by consumer and account closed by credit grantor." The CRA also states, "Meets requirements of Fair Credit Reporting Act."

Bank of America Visa xxxxxxxxxxxx0884; opened on August 31, 2011; "closed" in January of 2013; Equifax CRA states, "account closed by creditor grantor;" Experian CRA state, "this account is scheduled to continue on record until December 2022."

As a result of Defendant RODRIQUEZ'S fraudulent promises, the Plaintiff did sign an agreement to add Defendant RODRIQUEZ to Desert Schools Visa xxxxxxxxxxxxxxx2513 as an authorized user. This was a credit card account Plaintiff exclusively held since 2007. The Plaintiff did this based on Defendant RODRIQUEZ's promise to pay his expenditures made on that card. When he failed to pay his expenditures, the Plaintiff telephoned the proper account representative listed on the account and made the request to remove Defendant RODRIQUEZ

from the account, of which the account representative stated compliance. At no time did said representative indicate that a further step would be required in order to affect said removal.

Among the causes of action against Desert Schools Credit Union and Elan Financial Services is their compliance with the Plaintiff's verbal requests over the telephone to stop Defendant RODRIQUEZ's ability to make charges<sup>2</sup> and their subsequent reinstatement of Defendant RODRIQUEZ's ability without the knowledge or approval of the Plaintiff. With the exception of account, Desert Schools Visa xxxxxxxxxxxxx2513 from at or about July 5, 2011,<sup>3</sup> when her oral request as "primary" to remove "secondary" was approved, the transactions and occurrences between Defendant RODRIQUEZ and the aforementioned credit card issuers were wholly without the consent or approval of the Plaintiff. The Plaintiff did not receive any monthly statements to her residence or any other local. Accordingly, the Plaintiff had no idea that Defendant RODRIQUEZ was opening credit card accounts listing her name as a "primary" or "co" debtor against the Plaintiff's intent and authorization.

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<sup>&</sup>lt;sup>2</sup>On account xxxxxxxxxxxx2513, after Plaintiff verbally requested RODRIQUEZ's removal from the account, RODRIQUEZ was allowed to continue to make charges. This so-called wrong-person error, or creditor's demand for payment on an account from someone who is allegedly not an obligor on the account, qualifies as a "billing error" under the Truth in Lending Act (TILA). Truth in Lending Act, § 161(b)(1, 2), as amended, 15 U.S.C.A. § 1666(b)(1, 2). See, also Belmont v. Associates National Bank (Delaware),119 F.Supp.2d 149.

<sup>&</sup>lt;sup>3</sup> Although the cover page for the authorization to add joint owner was dated July 5, 2011, the form Desert Schools Federal Credit Union provided does not list a date of execution (See, Exhibit 1). Further, after the Plaintiff executed the form to enable RODRIQUEZ's joint ownership, the card issuer/servicer stopped mailing statements to the Plaintiff. Since the form only provides for the address of the "secondary" card member and not the primary", it can be conjectured that the form facilitated the Plaintiff's inability to receive monthly statements. The lack of date on the authorization to add joint owner former renders it void.

In regard to credit card accounts; Desert Schools Visa xxxxxxxxxxxxx9530; Chase xxxxxxxxxxx1563; Bank of America Visa xxxxxxxxxxxx0884, in none of these did the Plaintiff ever authorize in writing to be a co-signer, or co-obligor. In addition, in none of these alleged credit card accounts did Plaintiff execute any writing to assume the status of "primary" nor designate Defendant RODRIQUEZ as a "secondary". In addition, when Defendant RODRIQUEZ fraudulently reopened his ability to use Defendant credit card issuer accounts, Plaintiff repeatedly contacted Defendant credit card issuers who failed to prevent further fraudulent charges.

As was the case with Desert Schools Visa xxxxxxxxxxxxx2513, when the PLAINTIFF became aware of the existence of these accounts, Plaintiff contacted each of the credit card entities directly and was given assurances that Defendant RODRIQUEZ would no longer be able to make purchases with said cards. In fact, Defendant RODRIQUEZ continued to make purchases with said credit cards and cash advances at a rate which made it clear from that Defendant RODRIQUEZ had never the intention of making payments on his charges. In addition to Defendant RODRIQUEZ's zest and rapidity for utilizing credit on fraudulent auspices, on several occasions he made bogus payments that allowed him to make further credit purchases and cash advances prior to the credit issuers debiting said bogus payments. This scheme in effect extended the credit limit of the credit card accounts in question without the knowledge or consent of the Plaintiff.

On November 27, 2012, Plaintiff notified Defendant credit card issuers in writing of the dispute arising and Plaintiff's efforts to resolve the dispute. Exhibit 2. Plaintiff's written request to each of the credit card companies listed above, with the exception of Visa Signature account xxxxxxxxxxxxx2513, requested receiving verification of the existence and proof that she is not the person responsible for the credit card debt in question. In addition, the letter requested proof of the Plaintiff's legal agreement to the terms and conditions of being responsible for Defendant RODRIQUEZ's, according to 15 U.S.C.A. § 1666h(a), 12 C.F.R. § 226.12(d). To date, Plaintiff received no answer from any of the Defendant credit card issuers.

The acts of Defendant RODRIQUEZ as alleged in this complaint were done and performed wantonly, willfully, and maliciously without regard to their effect on the Plaintiff and were fraudulent. The Defendant RODRIQUEZ did on at or about June, 2011 falsely and fraudulently, and with intent to defraud the Plaintiff, represented to the Plaintiff that he would pay for all his credit card charges and take over said credit card issuer accounts in December of 2011 and remove Plaintiff from those accounts. These representations were false in fact, and known to be false by the Defendant RODRIQUEZ at the time they were made. In truth and in

 $<sup>^4</sup>$  This is the date of violation. Section 1692k(d) of the FDCPA states that "an action to enforce any liability created by this subchapter may be brought in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs. 15 U.S.C.A. § 1640(e) of the TILA allows for the same. In both equitable tolling of the one-year limitations period applies where the Plaintiff is actively misled by the defendant about the cause of action or is prevented in some extraordinary way from asserting his rights. Here, Defendant credit card issuer's continued failure to respond is representative of actively misleading the Plaintiff.  $^5$  Chase sent a letter which "rejected" Plaintiff's demand (See, Exhibit 3).

fact, Defendant RODRIQUEZ never intended to pay for his charges and intended to make the Plaintiff the victim of his fraud. Plaintiff was ignorant of the falsity of the representations, and believed them to be true. Plaintiff relied upon the representations, and was induced by his persuasive deceit to rely on his falsity.

The acts of Defendant credit card issuers as alleged in this complaint were done wantonly, willfully, and maliciously without regard to their effect on the Plaintiff, and in violation of the Truth in Lending Act, United States Code, Title 15, Section 1601 et seq., and Regulation Z, 12 C.F.R. § 226. Defendant credit card issuers have made and continue to make unlawful demand on Plaintiff for payment of the above-specified accounts, have made false and misleading statements to CRA's that Plaintiff would not pay her just debts, and has harassed Plaintiff at her home and place of employment in violation of the Fair Debt Collections Practices act, 15 U.S.C. 1601, et seq.

Defendants are liable to the Plaintiff for statutory damages, costs and attorney's fees.

Defendants acted with oppression, fraud, and/or malice, thereby entitling Plaintiff to punitive damages in an amount according to proof.

As a direct and proximate result of the herewith alleged acts and conduct of Defendants, Plaintiff's excellent credit rating has been impaired, and Plaintiff has suffered mental distress, mental suffering, and/or mental anguish, including depression, grief, fright, anxiety, worry, severe loss of sleep, loss of appetite, loss of concentration, and/or indignity, embarrassment, humiliation, and shame.

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Plaintiff has been required to employ attorneys to defend and represent Plaintiff against the willful, wanton, and wrongful acts of Defendant credit card issuers described in this complaint, to Plaintiff's further damage.

Plaintiff has undergone, and will continue to undergo, additional expenses in the prosecution of this suit, including court costs, telephone calls, travel expenses, and the like, all to Plaintiff's further damage.

Plaintiff has suffered damages in an amount to be determined according to proof.

### JURISDICTION AND VENUE

- 1. This court has jurisdiction of this action pursuant to 15 U.S.C.. § 1640(e).
- 2. Plaintiff Norma P. Hernandez is and was a resident of Maricopa County Arizona at all times relevant herein. Plaintiff resides at 413 West Monte Way, Phoenix, Arizona.
- 3. Defendant Carlos C. Rodriquez on information and belief is a resident of the State of New Mexico, address currently unknown. Defendant RODRIQUEZ was a resident of Maricopa County Arizona at all times relevant herein; Defendant resided at 508 South Spur, Mesa, Arizona 85204.
- 4. Defendant Bank of America, NA, is a Delaware corporation, headquarters at 100 North Tryon Street, Charlotte, North Carolina 28255, doing business as Bank of America in Maricopa County, Arizona at all times relevant herein.
- 5. Defendant Desert Schools Federal Credit Union, LLC, is an Arizona corporation, headquarters at 148 North 48<sup>th</sup> Street, Phoenix, Arizona 85034, doing business as Desert Schools Federal Credit Union in Maricopa County, Arizona at all times relevant herein.

- 6. Defendant Elan Financial Services is a subsidiary of U.S. Bancorp, NA, a Delaware corporation, headquarters at 800 Nicollet Mall, Minneapolis, Minnesota 55402, doing business as Elan Financial Services in Maricopa County, Arizona at all times relevant herein. Elan Financial was and is the credit card issuer and processor for Desert Schools Credit Union.
- 7. Defendant JP Morgan Chase Bank, NA, Chase is a Delaware corporation, headquarters, 270 Park Avenue, New York, New York, doing business as Chase in Maricopa County, Arizona at all times relevant herein.
- 8. Jurisdiction of this Court arises under 15 U.S.C. § 1640(e) and 1692k(d), 28 U.S.C. § 1337, and supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. § 1367 Declaratory relief is available pursuant to 28 U.S.C. § 2201 and 2202.
- Venue in this District is proper in that the conduct complained of occurred here and Defendants transact business here.

#### **PARTIES**

- 10. Plaintiff, NORMA PLAINTIFF an individual residing in Arizona. Plaintiff is a "consumer" as defined by 15 U.S.C. 1692(a)(3).
- 11. Defendants, CHARLIE C. RODRIQUEZ (RODRIQUEZ), an individual residing in New Mexico; BANK OF AMERICA, NA, a corporation; DESERT SCHOOLS FEDERAL CREDIT UNION, LLC, a corporation; JP MORGAN CHASE BANK, NA, a corporation; U.S. BANCORP, NA, a corporation.
- 12. U.S. BANCORP is the owner of ELAN FINANCIAL SERVICES which is the credit card issuer and processor for DESERT SCHOOLS FEDERAL CREDIT UNION. Any

by the Plaintiff to refer to U.S. BANCORP.

13. Any reference hereinafter to "credit card issuer Defendants" without further

reference hereinafter to ELAN FINANCIAL SERVICES without further qualification is meant

qualification is meant by the Plaintiff to refer to each Defendant named above with the exception of RODRIQUEZ.

### **FACTUAL ALLEGATIONS**

- 14. Plaintiff held a consumer credit card account with DESERT SCHOOLS FEDERAL CREDIT UNION since 2008.
- 15. Defendant RODRIQUEZ met Plaintiff in or about September 2010 when they began working at Apria Health Care, 1150 West Washington Street, Suite 101, Tempe, Arizona, 85281. Both Defendant RODRIQUEZ and Plaintiff began their employment at approximately the same time and were placed in the same training group. From interaction at the workplace, Defendant RODRIQUEZ and Plaintiff developed a plutonic friendship.
- 16. Sometime in early 2011, Defendant RODRIQUEZ approached Plaintiff and asked to her to loan him \$200.00. He stated that he was short of money due to alimony and child care. Plaintiff lent him the money based solely on Defendant RODRIQUEZ's promise to pay her back. Shortly thereafter, Defendant RODRIQUEZ did pay Plaintiff back the \$200.00.
- 17. On or about June, 2011, Defendant RODRIQUEZ approached Plaintiff at work to again ask her to help him. This time he requested to be added to her existing, since 2008, DESERT SCHOOL'S FEDERAL CREDIT UNION credit card, of which ELAN FINANCIAL SERVICES was the creditor, issuer and service provider. Defendant RODRIQUEZ represented

to Plaintiff that he needed money to pay various bills and was desperate and because of alimony 2 5 10 11 12

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and child support and did not have good enough credit to obtain a credit card under his name alone. Rather than create a written contract, he assured Plaintiff not to worry and promised to pay his charges by signing over a portion of his paycheck to cover the charges. In addition, Defendant RODRIQUEZ stated that he knew how credit cards work and had expertise based on past experience. He further stated that after six months' time, he would sign Defendant credit card issuer's forms enabling legal conversion to him being the sole obligor and individual listed on the credit card.<sup>6</sup> This would accomplish the overall goal the Defendant RODRIQUEZ had presented to the Plaintiff, to have his own individual credit card. He also stated that this process would actually improve Plaintiff's credit score<sup>7</sup>. In reliance on Defendant RODRIQUEZ's representations, on or about June, 2011 acted in what she thought was in compliance with Defendant RODRIQUEZ's request and added him to her existing Desert School's credit card as an authorized user. Just prior to July 5, 2011, Defendant RODRIQUEZ approached the Plaintiff. Unsatisfied with being merely an authorized user, he insisted to be added as a joint owner. 8 On July 5, 2011, Plaintiff signed a form provided to her from DESERT SCHOOL'S FEDERAL CREDIT UNION to add Defendant RODRIQUEZ as a "joint owner."

Defendant RODRIQUEZ made the same promises involving the other four Defendant credit card issuer accounts at issue.

 $<sup>^{7}</sup>$ Defendant RODRIQUEZ told the PLAINTIFF about a former co-worker whom he had a similar arrangement and improved her credit limit from to in six months' time.

 $<sup>^{8}</sup>$  This was for no other purpose, but to facilitate Defendant RODRIQUEZ's ability to impose several series of fraudulent acts, such as reopening Defendant credit card issuer's accounts, after PLAINTIFF had closed them.

18. At the time Defendant RODRIQUEZ was authorized to be a "joint owner" Plaintiff had a balance on the credit card of \$1,354.61. With the understanding that the DESERT SCHOOLS FEDERAL CREDIT UNION credit card was to become solely Defendant RODRIQUEZ's in six months' time, even though Plaintiff was a "joint owner," she at no time ever made a single charge on the credit card again. In addition, at no time was she ever a beneficiary of any of the charges Defendant RODRIQUEZ made.

- 19. All statements from all credit card issuer Defendants were mailed to Defendant RODRIQUEZ's address of 508 Spur Avenue, Mesa, Arizona, 85204 and not to Plaintiff's residence at 413 West Monte Way, Phoenix, Arizona, 85041 as was done prior to Defendant RODRIQUEZ being added to the credit card. In addition, Defendant RODRIQUEZ did not provide copies of the billing statements to Plaintiff and she had no knowledge of the extent and type of charges he was making on the credit card.
- 20. The Defendant RODRIQUEZ apparently had big spending plans and wasted no time in maximizing his ability to make more credit card transactions at the expense of the Plaintiff. With his new status on the existing credit card account, the Defendant RODRIQUEZ apparently sensed a new opportunity. On July of 2011, Defendant RODRIQUEZ approached the Plaintiff at work and forcefully represented to the Plaintiff that it would be in his and her best

<sup>&</sup>lt;sup>9</sup>In orchestrating his ability to quickly make charges to places such as Babes Cabaret, Skin Cabaret, rental cars and continuous shopping sprees, RODRIQUEZ made sure that the statements were only mailed to his address and not to PLAINTIFF. Accordingly, PLAINTIFF had no knowledge of the extent, frequency and nature of the credit card charges RODRIQUEZ was making.

interest to open a second card with Defendant DESERT SCHOOLS FEDERAL CREDIT UNION. On reliance of Defendant RODRIQUEZ's representations and promises, the Plaintiff initially agreed and signed a form to allow said. After which, Defendant RODRIQUEZ quickly left Plaintiff's work station. That same day, common sense prevailed upon the Plaintiff and she approached Defendant RODRIQUEZ to tell him she had changed her mind on authorizing her to be a primary on the proposed second credit card and that she did not want it. Defendant RODRIQUEZ replied that it was too late, he already faxed the form. Either that same day or a few days later, Plaintiff spoke to a Lori in the DESERT SCHOOLS FEDERAL CREDIT UNION underwriting department to cancel said account. Plaintiff reiterated that she did not want second account and Lori confirmed that the account would not be opened without her approval.

21. Defendant RODRIQUEZ was racking up huge credit card bills, he continued to represent that he would pay them. Based on this, on or about July 5, 2011, Plaintiff opened a new credit card with CHASE. The purpose of the CHASE account was to transfer a \$10,000

Plaintiff requested copies of both the first and second forms from Desert Schools Federal Credit Union in a letter dated November 27, 2012. Defendant credit card issuer DESERT SCHOOLS FEDERAL CREDIT UNION has never complied.

Plaintiff only learned about Defendant RODRIQUEZ's excessive charges on the first Desert Schools account and that the second Desert Schools account was opened and being used when she received a telephone voicemail between August 1, 2011 - August 22, 2011 from a Jonathan in the fraud department stating that Defendant RODRIQUEZ had made a series of fraudulent payments of \$28,000. See, Exhibit 4. Jonathan also informed her that the minimum payment was due and the PLAINTIFF should pay it now, the Plaintiff agreed and Jonathan then asked which card Plaintiff wanted the minimum to go to. It was then that she learned the existence of the second card which had racked up thousands of dollars of charges.

 balance<sup>13</sup> from DESERT SCHOOLS FEDERAL CREDIT UNION credit card that would be interest free for one year. Once again, approached and convinced that it would be beneficial to Plaintiff to add his name to Defendant RODRIQUEZ's existing credit card with CHASE, in violation of Unfair and Deceptive Co-signer Practices Act, 12 CFR § 535.13. Defendant credit card issuer CHASE did not provide Plaintiff proper disclosure of her obligations on the account.

- 22. After receiving authorization to joint ownership of the DESERT SCHOOLS FEDERAL CREDIT UNION credit card after July 5, 2011, Defendant RODRIQUEZ made charges totaling \$9,210.36 as of July 21, 2011 when his first billing period ended. In the second billing period from July 22, 2011 through August 22, 2011, Defendant RODRIQUEZ made charges totaling \$10,564.97. Contrary to his representations of requesting to be added to credit card to establish his own credit and pay a few bills, Defendant RODRIQUEZ's billing statement indicates a contrary intent. Among itemized charges during this period include a charge for \$1,754.03 for a three night stay in a luxury Paradise Valley, Arizona resort, a \$360 charge for Le Girls Caberet a \$2,000 charge for Ciao Bella Medical Spa and \$1,500 in cash advances. Also included in these two statements are multiple charges for a trip to Disneyland and extensive shopping sprees.
- 23. The DESERT SCHOOLS FEDERAL CREDIT UNION ELAN FINANCIAL SERVICES July 22, 2011 through August 22, 2011 statement lists, (*See*, Exhibit 4) as recorded under the billing transaction leger as "payment thank you" six separate payments made and

<sup>&</sup>lt;sup>13</sup> Balance transfer of \$10,000 from Desert Schools Federal Credit Union account xxxxxxxxxxxx2513 to Chase account xxxxxxxxxx7357 was done on August 30, 2011.

transacted between August 1, 2011 and August 22, 2011 which total \$28,000. These payments were made by Defendant RODRIQUEZ in a yet to be determined bogus and fraudulent scheme. All bogus and fraudulent payments credits were subsequently reversed by card issuer between five and six days after they were credited. At no time was the credit card account put on hold and at no time was Plaintiff notified of the fraudulent payment activity.

- 24. On or about September of 2011, Defendant RODRIQUEZ opened a BANK OF AMERICA credit card without the knowledge or authorization of Plaintiff. No obligation of cosigner form was ever sent or completed by Plaintiff. <sup>14</sup>
- 25. Upon receiving the July 29, 2011 voicemail (See, footnote 11), pertaining to Defendant RODRIQUEZ's \$28,000 in bogus credit card account payments on the first DESERT SCHOOLS FEDERAL CREDIT UNION card. Plaintiff immediately telephoned the underwriting department of DESERT SCHOOLS FEDERAL CREDIT UNION to close the second credit card account. Specifically, Plaintiff spoke to a Lori or Sandy on August 1, 2011 or August 2, 2011 and received acknowledgement that the second card was closed. No representative of DESERT SCHOOLS FEDERAL CREDIT UNION or ELAN FINANCIAL SERVICES ever communicated to Plaintiff that other steps such as providing notice in writing or the like were needed to cancel or keep closed the second card. As Plaintiff was told the account was closed and would remain closed she had no reason to believe it would be reopened. She did

<sup>&</sup>lt;sup>14</sup> At or about September of 2011 Plaintiff received a call from a representative of Defendant BANK OF AMERICA stating that an account has been opened in her name. At that time, she indicated a contrary intent and stated that she did not want the account opened under any circumstances.

however, contact the credit card issuer several more times in the next two weeks to make sure the account remained closed.

- 26. When Plaintiff expressed her dismay that the second credit card account was opened without her authorization and knowledge, the representative at DESERT SCHOOLS FEDERAL CREDIT UNION stated that Defendant RODRIQUEZ had made the request to open the second credit card account and Defendant RODRIQUEZ had authority to open the credit card without Plaintiff's approval.
- 27. The description of the transactions Defendant RODRIQUEZ made on the second DESERT SCHOOLS FEDERAL CREDIT UNION credit card detailed purchases such as Nordstrom Department Store, a trip to San Diego, California, and a shopping spree at Tiffany & Company.
- 28. After repeated attempts by Plaintiff to get Defendant RODRIQUEZ to honor his verbal agreement and make payments on his credit card charges out of his paycheck, on or about March of 2012, Defendant RODRIQUEZ fraudulently agreed to do so. As such, Plaintiff agreed to provide Defendant RODRIQUEZ her checking account number and routing information to necessitate monthly transfers through their mutual employer's payroll.
- 29. Plaintiff never gave authority and or pin number in which to allow Defendant RODRIQUEZ to take money out of her personal debit account. However, Defendant RODRIQUEZ did so on several occasions, which totaled approximately \$1,900. In addition, Defendant DESERT SCHOOLS FEDERAL CREDIT UNION did allow Defendant to withdraw said funds on several occasions. As a result, Plaintiff had to close her debit account.

- 30. At the close of the December 23, 2011 through January 24, 2012 billing cycle for the second DESERT SCHOOLS FEDERAL CREDIT UNION credit card, Defendant RODRIQUEZ had charged \$6,921.10 from the credit limit of \$7,000.
- 31. On or about February, 2012, and prior to February 9, 2012, Defendant RODRIQUEZ was criminally charged under A.R.S. §28-1381 (A)(1) for driving under the influence of intoxicating liquor or illegal or illicit drugs with extreme.
- 32. On February 9, 2012, Defendant RODRIQUEZ made another bogus and fraudulent payment in a yet to be determined manner which was recorded under the billing transaction leger as "payment thank you" for \$2,510.00. Subsequently, on February 15, 2012 the payment of \$2,510.00 was reversed as a debit adjustment (*See*, Exhibit 5). In between this time on February 10, 2012, Defendant RODRIQUEZ successfully made a cash advance of \$1,700. Such advance was unauthorized and took the account over the set credit limit of \$7,000. Accordingly, the balance of the credit card account was \$9,616.09 as of March 23, 2012.
- 33. From legal consultation, Plaintiff executed letters send by registered mail to each of the Defendant credit card entities (*See*, Exhibit 2) providing written notice that a billing error exists and she did not legally and properly agree to the terms of the alleged debts. In addition, the letters demanded production of documentary evidence including any application, contract or agreement expressly authorizing each to collect any and all specific amounts of alleged debt of Plaintiff. The letters also requested transcripts of any and all oral communications received or sent to the credit issuers from Plaintiff. Finally, the letters requested receipt of any and all

communication with any and all consumer reporting agency or agencies pertaining to Plaintiff's alleged debt.

- 34. Of the three credit card issuer Defendants, only CHASE provided any response to Plaintiff's request (*See*, Exhibit 3). The CHASE response, however, was a rejection of Plaintiff's demand. The CHASE response detailed that they elected to close the account and instructed Plaintiff to continue making at least the minimum payments on the account to keep current.
- 35. On February 1, 2013, Plaintiff sent letters by registered mail to each of the three credit reporting agencies; Equifax, Experian and TransUnion Consumer Solutions (*See*, Exhibit 6). The letters put the agencies on notice that she did not owe the credit card debt in question. Among other items, the letters stated that when she became aware of the debt she notified the Defendant credit card issuers. The letters also requested a verification and review of the credit card account activity.
- 36. To date, Plaintiff has not received a response from the February 1, 2013 letters, either from the credit reporting agencies or the Defendant credit card issuers.
- 37. Plaintiff feared harassment and continued to pay minimums, based on her inability to get anywhere with Defendant credit card issuers and Defendant RODRIQUEZ.
  - 38. In January of 2013, Plaintiff stopped paying minimums.
- 39. At or about March of 2013, Defendant credit card issuer DESERT SCHOOLS CREDIT UNION and CHASE began calling Plaintiff's cellular telephone at work against her consent.

### **COUNT I**

### BREACH OF TRUTH AND LENDING ACT

### (AS TO CREDIT CARD ISSUER DEFENDANTS)

- 40. Plaintiff reincorporates all prior paragraphs into the unified Complaint.
- 41. Plaintiff brings this action pursuant to the Truth in Lending Act, 15 U.S.C. § 1601 et seq, 15 U.S.C. §§ 1640(a)(2)(A), 1640(a)(3) and 1666(e), to recover amounts that Defendant credit card issuers charged against Plaintiff to cover unauthorized charges made by Defendant RODRIQUEZ. Under 15 U.S.C. § 1643, a cardholder shall be liable for the unauthorized use of a credit card only if:

(A) the card is an accepted credit card; (B) the liability is not in excess of \$50; (C) the card issuer gives adequate notice to the cardholder of the potential liability; (D) the card issuer has provided the cardholder with a description of a means by which the card issuer may be notified of loss or theft of the card, which description may be provided on the face or reverse side of the statement required by section 1637(b) of this title or on a separate notice accompanying such statement; (E) the unauthorized use occurs before the card issuer has been notified that an unauthorized use of the credit card has occurred or may occur as the result of loss, theft, or otherwise; and (F) the card issuer has provided a method whereby the user of such card can be identified as the person authorized to use it. (2) For purposes of this section, a card issuer has been notified when such steps as may be reasonably required in the ordinary course of business to provide the card issuer with the pertinent information have been taken, whether or not any particular officer, employee, or agent of the card issuer does in fact receive such information. (b) Burden of proof: In any action by a card issuer to enforce liability for the use of a credit card, the burden of proof is upon the card issuer to show that the use was authorized or, if the use was unauthorized, then the burden of proof is upon the card issuer to show that the conditions of liability for the unauthorized use of a credit card, as set forth in subsection (a) of this section, have been met. (c) Liability imposed by other laws or by agreement with issuer: Nothing in this section imposes liability upon a cardholder for the unauthorized use of a credit card in excess of his liability for such use under other applicable law or under any agreement with the card issuer. (d) Exclusiveness of liability: Except as provided in this section, a cardholder incurs no liability from the unauthorized use of a credit card.

The elements of an "unauthorized use," as defined in sec. 15 U.S.C. sec. 1602(o), are:

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(1) The use of a credit card by a person other than the cardholder, (2) the other person does not have actual, implied or apparent authority for such use and (3) the cardholder receives no benefit from such use. Because the elements are conjunctively stated, all three must be met.

A credit information furnisher's duties under 15 U.S.C. § 1681s–2(b) are triggered by a CRA's notice that a consumer disputes a credit report item to require the furnisher to investigate and report back to the credit reporting agency within time permitted under 15 U.S.C. § §1681i(a)(1) for the credit reporting agency to conclude its own investigation. See 15 U.S.C. § § 1681s–2(b)(1), (2). Here, the Plaintiff made such a request on February 1, 2013 to all three CRA's (*See*, Exhibit 6).

- 42. Plaintiff on several occasions did notify Defendant credit card issuers that she had terminated the actual authority which she had previously given Defendant RODRIQUEZ to use the credit cards in question. Defendant credit card issuers have procedures whereby a person who has reason to believe that someone is using their card without authorization can telephone and "block" transactions. Defendant credit card issuers did not avail themselves of those procedures. The use of the credit cards by Defendant RODRIQUEZ was without Plaintiff's knowledge or approval per 15 U.S.C. § 1602(o). The Plaintiff did not benefit from any and all credit card purchases made by Defendant RODRIQUEZ. Therefore, Defendant RODRIQUEZ had no more apparent authority under these facts than would a thief with whom Plaintiff had had no previous dealings.
- 43. WHEREFORE, Plaintiff having fully pled her claims against the Defendant RODRIQUEZ under Count I, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant credit card issuers as follows:

- A. Awarding all allowable actual damages resulting from Defendant credit card issuers unlawful acts;
- B. Awarding punitive or exemplary damages in an amount sufficient to deter the Defendant credit card issuers or others similarly situated from engaging in the conduct alleged in Count III; and
- C. Such other or further relief as the Court deems just and proper under the circumstances.

### **COUNT II**

### BREACH OF FAIR CREDIT REPORTING ACT

- (AS TO CREDIT CARD ISSUER DEFENDANTS)
- 44. Plaintiff reincorporates all prior paragraphs into the unified Complaint.
- 45. The Fair Credit Reporting Act (FCRA) forbids reporting information the reporter knows, or should know is false. 15 U.S.C. § 1681s-2(a). Additionally, the law forbids collecting or attempting to collect anything not expressly authorized in the original agreement creating the debt. The law also places upon the Defendant credit card issuers the obligation to establish the terms of the original agreement.
- 46. Here, Defendant credit card issuers truly attempted to establish the express terms of the original agreement as required by law, it knew there was no obligation because there existed no original agreement, supported by consideration, between the Plaintiff and Defendant RODRIQUEZ. Despite knowing, or being under an onus to know, that there was no contract privity between the Plaintiff and the Defendant credit card issuers, the Defendant credit card issuers deceptively reported the obligation to the CRAs anyway as a method of trying to collect money it was not owed from the Plaintiff (*See*, Exhibit 7). In the alternative, the Defendant credit card issuers were grossly negligent in ascertaining the legal status of the Plaintiff with

regard to the credit card account and should have known the information it was reporting was false and the debt non-existent. Either way, the Defendant reported information it knew was false or that it should have known was false.

### **Punitive Damages**

- 47. To prevail on willful noncompliance claim and recover punitive damages under the FCRA for Defendant credit card issuer's failure to properly reinvestigate disputed debt, Plaintiff (consumer) must show that defendant knowingly and intentionally did not investigate the disputed debt in conscious disregard for her rights. *See, Akalwadi v. Risk Management Alternatives, Inc.*, 336 F.Supp.2d 492 (D.Md. 2004).
- 48. Here, the Plaintiff sent certified letters to each of the credit reporting agencies; Equifax, Experian and TransUnion (*See*, Exhibit 6) on February 1, 2013 in compliance with the FCRA. The letters detailed that the Plaintiff did not owe the debts incurred on the Defendant credit card issuer accounts and asked for verification of each of the accounts as required by the FRCA. None of the Defendant credit card issuers made any response. This was the second time the Defendant credit card issuers were contacted. On November 27, 2012, Plaintiff executed letters to each of the Defendant credit card entities (*See*, Exhibit 2) providing written notice that a billing error exists and she did not legally and properly agree to the terms of the alleged debts. In addition, the letters demanded production of documentary evidence including any application, contract or agreement expressly authorizing each to collect any and all specific amounts of alleged debt of Plaintiff. The letters also requested transcripts of any and all oral communications received or sent to the credit issuers from Plaintiff. Finally, the letters requested

receipt of any and all communication with any and all consumer reporting agency or agencies pertaining to Plaintiff's alleged debt. Of the three credit card issuer Defendants, none provided any legal response to Plaintiff's requests.

- 49. The Defendant credit card issuer's complete lack of response to Plaintiff's request to investigate the alleged credit card debt of the Plaintiff and their failure to even provide proof of the existence of said debt is indicative of a complete conscious, knowingly and intentional failure to investigate the disputed debt in disregard of Plaintiff's rights under the FCRA.
- 50. WHEREFORE, Plaintiff having fully pled her claims against the Defendant RODRIQUEZ under Count II, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant credit card issuers as follows:
  - A. Awarding Plaintiff all allowable actual damages resulting from Defendant credit card issuer's violations of the FCRA, 15 U.S.C. §1681;
  - B. Awarding punitive or exemplary damages in an amount sufficient to deter the Defendant credit card issuers or others similarly situated from engaging in the conduct alleged in Count IV; and
  - C. Such other or further relief as the Court deems just and proper under the circumstances.

### **COUNT III**

# BREACH OF FEDERAL TRADE COMMISSION RULE REGARDING UNFAIR OR DECEPTIVE COSIGNER PRACTICES (AS TO CREDIT CARD ISSUER DEFENDANT BANKS)

- 51. Plaintiff reincorporates all prior paragraphs into this Complaint.
- 52. The Code of Federal Trade Commission Regulation 16 C.F.R. § 444.3, Chapter I, Subchapter D, for unfair or deceptive cosigner practices pertaining to banks, and Code of Federal Trade Commission Regulation 12 C.F.R. § 706.3, Chapter VII, National Credit Union Administration Subchapter A pertaining to regulations affecting credit unions and regarding unfair or deceptive acts or practices for banks and credit unions states:
  - § 706.3 Unfair or deceptive cosigner practices.
  - (a) In connection with the extension of credit to consumers in or affecting commerce, as commerce is defined in the Federal Trade Commission Act, it is:
  - (1) A deceptive act or practice within the meaning of Section 5 of that Act for a lender or retail installment seller, directly or indirectly, to misrepresent the nature or extent of cosigner liability to any person.
  - (2) An unfair act or practice within the meaning of Section 5 of that Act for a lender or retail installment seller, directly or indirectly, to obligate a cosigner unless the cosigner is informed prior to becoming obligated, which in the case of open end credit shall mean prior to the time that the agreement creating the cosigner's liability for future charges is executed, of the nature of his or her liability as cosigner.
  - (b) Any lender or retail installment seller who complies with the preventive requirements in paragraph (c) of this section does not violate paragraph (a) of this section.
  - (c) To prevent these unfair or deceptive acts or practices, a disclosure, consisting of a separate document that shall contain the following statement and no other, shall be given to the cosigner prior to becoming obligated, which in the case of open end credit shall mean prior to the time that the agreement creating the cosigner's liability for future charges is executed:

Notice to Cosigner

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

Federal Trade Commission Regulation 16 § 444.3, Chapter I, Subchapter D for unfair or deceptive cosigner practices further states:

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount." The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default,

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that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt." (References § 5:21. Credit Practices Rules) The Credit Practices Rule also prohibits certain practices in connection with cosigners of consumer obligations.

Here, with the exception of Desert Schools Visa xxxxxxxxxxxx2513, Plaintiff

- was not a co-signer or authorized user on the other three credit card accounts in question. In regard to credit card accounts; Desert Schools Visa xxxxxxxxxxxx9530; Chase xxxxxxxxxxxx1563; Bank of America Visa xxxxxxxxxxxx0884, in none of these did Plaintiff either sign documents or executed any contract or agreement which would make her a legal joint-obligor or otherwise liable for Defendant RODRIQUEZ's credit card transactions. At best she was a permissive user who did not even use the credit card. In addition, in none of these alleged credit card accounts did Plaintiff execute any writing to assume the status of primary, nor designate RODRIQUEZ as a secondary. Finally, in no instance did Plaintiff receive or execute a form or agreement which complies to the requirements of Federal Trade Commission Regulation 16 § 444.3, Chapter I, Subchapter D, for unfair or deceptive cosigner practices. By not doing so, Defendant credit card issuers committed deceptive co-signer practice in violation of rule.
- 54. WHEREFORE, Plaintiff having fully pled her claims against the Defendant credit card issuers under Count V, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant credit card issuers as follows:
  - A. Awarding Plaintiff all allowable actual damages resulting from Defendant credit card issuer's unlawful acts;

B. Awarding punitive or exemplary damages in an amount sufficient to deter the Defendant credit card issuers or others similarly situated from engaging in the conduct alleged in Count III; and

C. Such other or further relief as the Court deems just and proper under the circumstances.

### **COUNT IV**

## FRAUD, FRAUDULENT CONCEALMENT, PROMISORY ESTOPPEL (AS TO DEFENDANT RODRIQUEZ)

### **Fraud**

- 55. Plaintiff reincorporates all prior paragraphs into this Complaint.
- 56. For an oral debt on an open credit card issuer account where the indebtedness is not evidenced by a contract in writing, per A.R.S. § 12-543, relief from the statute of frauds can be granted on the grounds of fraud or mistake under a three year limitation.
- 57. To establish actionable fraud, a plaintiff must show that the defendant made a false, material representation that he knew was false or was ignorant of its truth, with the intention that the hearer of the representation act on it in a manner reasonably contemplated, that the hearer was ignorant of the representation's falsity, rightfully relied on the truth of the representation, and sustained consequent and proximate damage. In all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with particularity. Malice, intent, knowledge, and other condition of mind of a person may be averred generally.

Fraud claim could be based on promise to perform future acts with a present intention not to perform. *See, Parks v. Macro-Dynamics, Inc.* 121 Ariz. 517, 591 P.2d 1005 (App. Div.2 1979).

- 58. On or about July of 2011, the Defendant RODRIQUEZ falsely and fraudulently, and with intent to defraud the Plaintiff, represented to the Plaintiff that he needed to establish credit due to the particulars of alimony and child support. The Defendant RODRIQUEZ further falsely and fraudulently with intent to defraud the Plaintiff, represented to the Plaintiff that in return for adding him to credit issuer accounts obtained in Plaintiff's name, the Defendant RODRIQUEZ would pay his charges by signing over a portion of his paycheck to cover the charges. In addition, RODRIQUEZ stated that he knew how credit cards work and had expertise based on past experience of which Plaintiff relied on. He further falsely and fraudulently stated that after six months' time, he would convert the card over to himself and thereby have his own individual credit card. The Defendant RODRIQUEZ's representations were material as they led the Plaintiff to believe that her obligations and rights would be protected by the Defendant RODRIQUEZ's promise.
- 59. The representations made by Defendant RODRIQUEZ were false in fact, and known to be false by the Defendant at the time they were made. In truth and in fact, Defendant RODRIQUEZ directly and immediately contradicted his promises to Plaintiff; that he wanted to establish credit, he would be using the credit cards the Plaintiff facilitated on a limited basis, he would pay for his charges on an on-going basis and that he would take over the credit cards and remove Plaintiff from the credit card accounts after six months.

- 60. The Defendant RODRIQUEZ never made a single credit card transaction relating to the promise of paying child support and alimony. In addition, Defendant RODRIQUEZ never made a single payment to any credit card issuer as promised to the Plaintiff and in fact made several fraudulent payments that resulted in further debt.
- 61. Plaintiff was ignorant of the falsity of the representations of Defendant RODRIQUEZ, and believed them to be true. Plaintiff relied upon the representations, and at or about July 5, 2011 added through a written form provided by the credit card issuer, Defendant RODRIQUEZ to Desert Schools Visa xxxxxxxxxxxxxx2513. In the ensuing months, Defendant RODRIQUEZ uses various techniques of fraud, guile, deception, pressure and timing to get the Plaintiff to verbally approve Defendant RODRIQUEZ in effect, being added to addition credit card accounts. These credit card accounts include; Desert Schools Visa xxxxxxxxxxxxx9530, opened on or about July 1, 2011; Chase xxxxxxxxxxxx5633; opened on July 5, 2011; Bank of America Visa xxxxxxxxxxxxx8884 opened on August 31, 2011.
- 62. Plaintiff had a right to rely on Defendant RODRIQUEZ's promises to pay his credit card transaction charges as he demonstrated good faith as a co-worker and friend. Prior to his fraudulent acts, he borrowed \$200.00 from the Plaintiff and paid her back. On information and belief, the Defendant RODRIQUEZ borrowed the money and paid her back as part of his scheme to defraud the Plaintiff.
- 63. At no time did the Plaintiff receive any monthly statements to her residence or any other local she had access to. On information and belief, Defendant RODRIQUEZ contacted

the credit card issuers to remove the Plaintiff from receiving the monthly billing statements without the Plaintiff's permission, authorization or knowledge. Accordingly, Plaintiff had a right to rely on Defendant's original promises through the period of Defendant's defrauding acts. At the time of the Plaintiff discovering Defendant RODRIQUEZ's excessive credit card charges and her realization that he was not willing to make payments on his charges, the Plaintiff made several attempts to remove Defendant RODRIQUEZ from the credit card accounts. On information and belief, Defendant RODRIQUEZ perpetuated fraud not only against the Plaintiff, but against Defendant credit card issuers as well. This was accomplished by Defendant RODRIQUEZ by employing a female caller to credit card issuers posing as the Plaintiff and on information and belief, forging Plaintiff's signature.

- 64. Plaintiff did not know that the representations made by Defendant RODRIQUEZ were false.
  - 65. Plaintiff relied on the truth of Defendant RODRIQUEZ's representations.
- 66. Plaintiff's reliance was reasonable and justified under the circumstances and as a result, the Plaintiff was harmed by the incurred debt, damage to her credit and emotional trauma.
- 67. The imposition of punitive damages serves to punish the defendant and deter unlawful conduct. Where the defendant's fraudulent conduct was intentional as well as willfully indifferent, a punitive damage award has been held to further that purpose. Here, the timing, degree and extent of Defendant RODRIQUEZ's credit card transactions at issue were such to indicate not only intentional, but willful indifferent disregard to fraudulent oral promises to the Plaintiff.

### **Promissory Estoppel**

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68. The doctrine of promissory estoppel applies to this case and defeats the Statute of Frauds, A.R.S. § 44-101. In Arizona, the doctrine of promissory estoppel applies to a contract otherwise barred by the Statute of Frauds, "where a promise has been made not to rely on the Statute," that is, where the party asserting the Statute of Frauds defense has misrepresented that the statute's requirement have been met or promises to put the agreement in writing. Tiffany Inc. v. W.M.K. Transit Mix, Inc., 16 Ariz.App. 415, 421, 493 P.2d 1220, 1226 (1972). Promissory estoppel is applied to defeat the Statute of Frauds only where there is a second promise not to rely on the statute. Id. On or about July of 2011, Defendant RODRIQUEZ approached Plaintiff at work to ask her to help him. Defendant RODRIQUEZ requested to be added to her existing DESERT SCHOOL'S FEDERAL CREDIT UNION credit card, of which ELAN FINANCIAL SERVICES was the creditor, issuer and service provider. The Defendant RODRIQUEZ represented to Plaintiff that he needed money to pay various bills and was desperate and because of alimony and child support and did not have good enough credit to obtain a credit card under his name alone. Defendant RODRIQUEZ stated that he knew how credit cards work and had expertise based on past experience. He further stated that after six months' time, he would convert the card over to himself and thereby have his own individual credit which would preclude the need for a specific written agreement between the Plaintiff and Defendant RODRIQUEZ. In reliance on Defendant RODRIQUEZ's representations, on or about July 5, 2011, Plaintiff signed a form provided to her from DESERT SCHOOL'S FEDERAL CREDIT UNION to add RODRIQUEZ as a "joint owner".

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- 69. The Plaintiff is requesting attorney's fees under promissory estoppel. Under A.R.S. § 12-341.01, the fact that the defendants defend and prove the non-existence of a contractual relationship does not preclude awarding the successful defendants' attorneys' fees under the statute. *See, Trebilcox v. Brown & Bain, P.A.*, 133 Ariz. 588, 591, 653 P.2d 45, 48 (App.1982), citing *Shirley v. Hartford Accident & Indem. Co.*, 125 Ariz. 70, 71, 607 P.2d 389, 390 (App. 1979).
- 70. WHEREFORE, Plaintiff having fully pled her claims against the Defendant RODRIQUEZ under Count IV, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant RODRIQUEZ as follows:
  - A. Awarding Plaintiff all allowable actual damages resulting from Defendant RODRIQUEZ's unlawful acts;
  - B. Awarding punitive or exemplary damages in an amount sufficient to deter the Defendant RODRIQUEZ or others similarly situated from engaging in the conduct alleged in Count I; and
  - C. Such other or further relief as the Court deems just and proper under the circumstances.

### **COUNT V**

## AIDING AND ABETTING FRAUD, FRAUDULENT CONCEALMENT (AS TO CREDIT CARD ISSUER DEFENDANTS)

71. Plaintiff reincorporates all prior paragraphs into the unified Complaint.

- 72. Aiding and abetting fraud does not require the existence of a duty. *See, Wells Fargo Bank v. Arizona Laborers*, 201 Ariz. at 474, 498-500, 38 P.3d 12, 36-37 (2002). At most, Plaintiff must show the Defendant credit card issuers knew his or her conduct aided and abetting a tort. *Id.; See*, also, *Dawson v. F.Keith Withycombe*, *et al.*, 216 Ariz. 84, 163 P.3d 1034 (Ariz. Ct. App. 2007). Finally, such knowledge may be inferred from circumstantial evidence. *Wells Fargo, supra*, 201 Ariz. at 485, 28 P.3d at 25.
- 73. In the case at bar, Defendant credit card issuers DESERT SCHOOLS FEDERAL CREDIT UNION, ELAN FINANCIAL SERVICES, BANK OF AMERICA and CHASE have concealed and continue to conceal records and call histories pertaining to the Plaintiff's obligation to pay Defendant RODRIQUEZ's credit card debts. Plaintiff had made two separate requests from Defendant credit card issuers to receive any and all information pertaining to the Plaintiff's legal obligation (*See*, Exhibits 2 and 6). None of the Defendant credit card issuers provided any said information in violation of FCRA and TILA.
- 74. In addition, Defendant credit card issuers did not properly respond to the Plaintiff's repeated requests and warnings to keep the credit card accounts in question closed. The Defendant credit card issuers failed to verify oral and written requests which were fraudulently made by Defendant RODRIQUEZ or an unknown female conspirator posing as Plaintiff or Plaintiff's identity or even make any investigation of Defendant RODRIQUEZ's alleged defalcation. On information and belief, these include oral and written requests to reopen accounts and send all account statements to one single address which was solely Defendant RODRIQUEZ's residence and not to Plaintiff's address. After Plaintiff had repeatedly notified

Defendant credit card issuers, Defendant credit card issuers failed to even inquire with Plaintiff about an alleged defalcation.

### **Fraudulent Concealment**

75. One who fraudulently makes a misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or to refrain from action in reliance upon it, is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation, Restatement (Second) of Torts § 525 (1976 Main Vol). The elements of fraudulent concealment are: (1) the concealment of a material existing fact that in equity and good conscience should be disclosed; (2) knowledge on the part of the party against whom the claim is asserted that such a fact is being concealed; (3) ignorance of that fact on the part of the one from whom the fact is concealed; (4) the intention that the concealment be acted upon; and (5) action on the concealment resulting in damages. *See, Hisel v. Upchurch*, 797 F.Supp. 1509, 1523 (D.Ariz.1992).

76. The Plaintiff here has carried their burden of establishing all of these elements. The Defendant credit card issuers should have disclosed to the Plaintiff that additional steps may have been needed to stop Defendant RODRIQUEZ from using the credit card accounts. The credit card issuer Defendant's had knowledge that the credit card accounts could be reopened without Plaintiff's knowledge and consent. In addition, in the face of the Plaintiff's adamant and desperate attempts to stop Defendant RODRIQUEZ from making purchases with Defendant credit card issuers accounts and the financial incentive that credit card purchases continue to be

made, the Defendant's manifest a specific intent that the credit cards in question would continue to be used. Finally, Plaintiff has suffered considerable damages.

- 77. WHEREFORE, Plaintiff having fully pled her claims against the Defendant RODRIQUEZ under Count II, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant RODRIQUEZ as follows:
  - A. Awarding Plaintiff all allowable actual damages resulting from Defendant RODRIQUEZ's unlawful acts;
  - B. Awarding punitive or exemplary damages in an amount sufficient to deter the Defendant RODRIQUEZ or others similarly situated from engaging in the conduct alleged in Count V; and
  - **C.** Such other or further relief as the Court deems just and proper under the circumstances.

### **COUNT VI**

### BREACH OF ARIZONA STATUTE OF FRAUDS

### (AS TO CREDIT CARD ISSUER DEFENDANTS AND RODRIQUEZ)

- 78. Plaintiff reincorporates all prior paragraphs into this Complaint.
- 79. Pursuant to A.R.S. § 44-101(2), Statute of frauds:

No action shall be brought in any court in unless the promise or agreement upon which the action is brought, or some memorandum thereof, is in writing and signed by the party to be charged, or by some person by him thereunto lawfully authorized to charge a person upon a promise to answer for the debt, default or miscarriage of another. debt or default of another, to be in writing and signed by the person sought to be charged in order to be enforceable. A credit card is a physical manifestation of a commitment to lend money. Therefore, both the Defendant credit card issuers and Defendant RODRIQUEZ, separately and collectively would need to produce some sort of writing showing the Plaintiff's express consent to be bound to repay any amounts due or delinquent on the account in order for the debt to be validly chargeable against her.

Arizona's Statute of Frauds requires commitments to lend money, or pledges to answer for the

- 80. Here, Plaintiff did not sign any document or otherwise legally bind herself to repay the account merely by being at the most, an authorized user, who did not use any and all of the credit card accounts at issue. The Plaintiff requested that Defendant credit card issuers produce the writing which binds the Plaintiff to the debt it asserts (*See*, Exhibit 2) which Defendant credit card issuers failed to do. In the absence of any legally enforceable agreement between the Plaintiff and the credit card issuer Defendants, no legally enforceable relationship exists between the Plaintiff and Defendant RODRIQUEZ requiring Plaintiff to be responsible for Defendant RODRIQUEZ credit card debts.
- 81. WHEREFORE, Plaintiff having fully pled her claims against the Defendant RODRIQUEZ under Count VI, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant RODRIQUEZ as follows:
  - A. Awarding Plaintiff all allowable actual damages resulting from Defendant

<sup>&</sup>lt;sup>15</sup> With the exception of her interim written authorization regarding Desert Schools Visa xxxxxxxxxxx2513.

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RODRIQUEZ's unlawful acts;

- B. Awarding punitive or exemplary damages in an amount sufficient to deter the Defendant RODRIQUEZ or others similarly situated from engaging in the conduct alleged in Count VI; and
- C. Such other or further relief as the Court deems just and proper under the circumstances.

#### **COUNT VII**

#### ARIZONA CONSUMER FRAUD ACT (AS TO CREDIT CARD ISSUER DEFENDANTS)

- 82. Plaintiff reincorporates all prior paragraphs into this Complaint.
- 83. The Arizona Consumer Fraud Act is a broad act intended to eliminate unlawful practices in merchant-consumer transactions. State ex rel. Corbin v. Hovatter, 144 Ariz. 430, 431, 698 P.2d 225, 226 (App.1985). The Act, A.R.S. § 44–1522(A) (1987), defines unlawful practice as:

The act, use, or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been mislead, deceived, or damaged thereby ...

The Act further provides that it be construed consistent with the Federal Trade Commission Act, 15 U.S.C.A. §§ 44, 52 and 55(a)(1) (false advertising provisions). A.R.S. § 44–1522(B) (1987).

78 The Consumer Fraud Act provides an injured consumer with an implied private right of

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action against the violator of the act. Dunlap v. Jimmy GMC of Tucson, Inc., 136 Ariz. 338, 342, 666 P.2d 83, 87 (App.1983). The elements of the private cause of action are a false promise or misrepresentation made in connection with the sale or advertisement of merchandise and the hearer's consequent and proximate injury. *Id.* Damage or injury occurs when the consumer relies on the misrepresentation even though the reliance is not reasonable. Correa v. Pecos Valley Dev. Corp., 126 Ariz. 601, 605, 617 P.2d 767, 771 (App.1980); Peery v. Hansen, 120 Ariz. 266, 270, 585 P.2d 574, 578 (App.1978). Plaintiff has the burden of proving these elements by a preponderance of the evidence. *Dunlap*, 136 Ariz. at 342, 666 P.2d at 89. A private individual's relief under the Consumer Protection Act is his actual damages suffered as a result of the unlawful act or practice. Dunlap, 136 Ariz. at 342, 666 P.2d at 87; Peery v. Hansen, 120 Ariz. at 270, 585 P.2d at 578. These damages include the consideration paid in the contract and out-ofpocket expenses. *Parks v. Macro–Dynamics*, *Inc.*, 121 Ariz. 517, 521, 591 P.2d 1005, 1009 (App.1979). Punitive damages are allowed for violations of the Consumer Fraud Act where the wrongdoer's conduct is wanton or reckless, shows spite or ill will or where the conduct demonstrates a reckless indifference to the interests of others. *Dunlap*, 136 Ariz. at 342–43, 666 P.2d at 87–88.

84. Here, Defendant credit card issuers each individually represented to PLAINTIFF verbally that the accounts in question would remain closed and that Defendant RODRIQUEZ would not be allowed to use said credit cards for purchases. On information and belief all individual conversations whereby PLAINTIFF asked that the accounts be closed and the

Defendant credit card issuers stated unequivocally that they would remain closed, were recorded. Each and every credit card issuer Defendant reopened relevant credit card accounts against the accepted verbal requests of the Plaintiff. Each and every credit card issuer Defendant committed the requisite falsity, which in fact, mislead Plaintiff as a consumer. When Defendant credit card issuers reopened relevant credit card accounts at the request or facilitation of Defendant RODRIQUEZ, Defendant credit card issues violated the Arizona Consumer Fraud Act.

- 85. WHEREFORE, Plaintiff having fully pled her claims against the Defendant RODRIQUEZ under Count VII, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant RODRIQUEZ as follows:
  - A. Awarding Plaintiff all allowable actual damages resulting from Defendant RODRIQUEZ's unlawful acts;
  - B. Awarding punitive or exemplary damages in an amount sufficient to deter the Defendant RODRIQUEZ or others similarly situated from engaging in the conduct alleged in Count VI; and
  - C. Such other or further relief as the Court deems just and proper under the circumstances.
- 86. This Complaint must be construed in its entirety. The Complaint should be considered as a unified whole, all paragraphs reincorporated by this reference.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff incorporates by reference all separately enumerated paragraphs in this matter into this Complaint. Plaintiff respectfully requests the following:

- 1. All allowable damages, contract damages, statutory damages, and discretionary damages, attorneys' fees, costs and expenses, reasonably incurred in pursuit of this cause of action under applicable uniform, commercial, state and federal law, as well as an award of reasonable attorneys' fees, costs, and expense associated with the underlying contract litigation. A.R.S. §§ 12-341.01, et seq.; Miscione v. Bishop, 130 Ariz. 371, 374-375, 636 P2d. 149, 152-153 (App. 1981); See also RESTATEMENT (SECOND) CONTRACTS § 355 (1981) explaining that punitive damages may be recoverable for a breach of contract if the conduct constituting the breach is also a tort for which punitive damages are recoverable;
- Judgment for contractual debt together with accruing interest at 18% per annum totaling: at least \$65,000 attorney fees of; Damages for Plaintiff's reduced credit rating;
- 3. Contract damages, extra-contractual damages, along with damage associated with the expense, cost and professional fees (attorney, expert and otherwise) incurred in the prosecution of this matter to be proven with sufficient particularity at trial.

#### **JURY DEMAND**

Plaintiff demands a trial by jury for all issues triable.

RESPECTFULLY SUBMITTED this 27th day of June, 2013

HISLOP LAW GROUP, PLLC

By\_\_\_\_\_\_\_\_
Terence Hislop (AzSBN 26963)
Hislop Law Group, PLLC
Attorney for PLAINTIFF

1 **CERTIFICATE OF SERVICE** 2 I hereby certify that on June 27, 2013, I electronically transmitted the above pleading to the Clerk's Office using the CM/ECF filing system. 3 A COPY of the foregoing mailed to Defendants requesting waiver of formal service of 4 process: 5 Bank of America, NA P.O. Box 54660 6 Los Angeles, CA 90054 7 Mail code: C89-705-07 8 Desert Schools Federal Credit Union Deposit Legal Department 148 N. 48<sup>th</sup> Street Phoenix, AZ 85034 10 JP Morgan Chase 11 **Card Member Services** P.O. Box 15153 12 Wilmington, DE 19850-5153 13 U.S. Bankcorp, NA 14 Elan Financial Services Att: Legal 15 800 Nicollet Mall Minneapolis, MN 55402 16 17 s/Terence J. Hislop (AzSBN 026963) 18 19 20 21 22

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24

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Cardmember Service
P.O. 80 85-2 13-cV-01289-GMS Document 1 Filed 06/27/13

10005



July 5, 2011

Page 1 of 2

#### վեւթագների||կումիկայրութակությունիայիկությիլ

000002895 1 AT 0.365 106481151056150 P NORMA P HERNANDEZ 508 S SPUR MESA AZ 85204-2719

Important information about your Desert Schools Select Rewards Visa® Platinum Card Account number ending with: 3569

#### Dear NORMA P HERNANDEZ:

We have received your request to have an additional individual added to your account as a joint owner. For your protection, we require your written authorization to add individuals to your account and we require the signature and agreement of the joint owner. Please complete the attached form and return it to Cardmember Service, P.O. Box 6354, Fargo, ND 58125-6354 or fax to 1-866-616-1750.

Thank you for choosing the Desert Schools Select Rewards Visa® Platinum Card. If you have any questions concerning your account, please contact us at 1-866-289-1567, fax:1-866-616-1750. Cardmember Service Representatives are available 24-hours a day, 7 days a week.

UR.

Sincerely,

Cardmember Service



#### AUTHORIZATION TO ADD JOINT OWNER

Please complete the following infor nation and return to Cardmember Service, P.O. Box 6354, Fargo, ND 58125-6354 or fax to 1-866-616-17 50

Account Number 5569
Primary Cardmember Name: (please print) Norma Hernandez
Primary Cardmember Individual Annual Income: 182,000.00 *
Primary Cardmember Other Annual Income:*
Primary Cardmember Monthly Housing Payment:
Rent: Or Own: X
Primary Cardmember Signature: Www. Chuby
If there is more than one cardmember on your account, each of you is responsible, together and separately, for the full amount owed on the account. This is the case even if the account is only used by one of you, or by an authorized signer chosen by only one of you.
The terms and conditions of your account will remain the same.
Secondary Cardmember Name: (please print) Charle Robe Que 2
Secondary Cardmember Social Security Number: 455 51 1877
Secondary Cardmember Date of Birth: 10 27 1570
Secondary Cardmember Street Address: 508 S. Spac
Secondary Cardmember City/State/Zip Code: Wesa A7 85704
Secondary Cardmember Individual Annual Income: 45,000,000 *
Secondary Cardmember Other Annual Income:*
Secondary Cardmember Monthly Housing Payment:
Rent: 🗹 or Own: 🗆 Secondary Cardmember Signature: Www. Full 4

I authorize Elan Financial Services, in determining my eligibility for credit, renewal of credit and future credit extensions, to verify my employment and income and all other information. I have provided, and obtain information about me, including my residence address, from other creditors, credit bureaus, employers, third parties, and federal and state records, including any state motor vehicle department, and waive any rights of confidentiality I may have in that information under applicable law.

#### IMPORTANT INFORMATION ABOUT ADDING A NEW ACCOUNT HOLDER TO AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account we will ask for your name, street address (P.O. boxes are not allowed under federal law), date of birth, and other information (including your Social Security or Tax Payer Identification Number) that allows us to identify you. We may also ask to see your driver's license or other identifying documents when appropriate.

<sup>\*</sup> Income from alimony, child support or other maintenance need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.



### Case 2:13-cv-01289-GMS Document 1 Filed 06/27/13 Page 48 of 104 Norma Hernandez

P.O. Box 62392

Phoenix, AZ 85082

November 27, 2012

Desert Schools Federal Credit Union Visa Signature Account Cardmember Service P.O. Box 790408 St. Louis, MO 63179-0408

Re: Vi

Visa Signature # 4908

Notice of believed billing error

Sent by certified mail, return receipt requested

#### Dear cardmember services:

Please be advised that this letter is a demand to provide documentary evidence including any application, contract or agreement expressly authorizing you to collect any and all specific amounts of the alleged debt.

Please provide any evidence of notice provided to me which pertains to the obligation the cosigner (me) entered into, the extent of said obligation and any notice of types of remedies available to the creditor against the debtor and cosigner as required per Federal law.

In addition, please provide copies of any written communication or transcript(s) of any oral communication sent or received by you (including any said communication to you by me or Charlie Rodriquez). This includes any communication with a consumer credit reporting agency or agencies.

To clarify, this is a request for documentary evidence of consumer indebtedness and a non-admission of being an obligor. Specifically, the billing error exists because I did not legally and properly agree to the terms of the alleged debt.

Sincerely,

P.O. Box 62392

Phoenix, AZ 85082

November 27, 2012

Desert Schools Federal Credit Union Visa Signature Account Cardmember Service P.O. Box 790408 St. Louis, MO 63179-0408

Re:

Visa Signature # 9530

Notice of believed billing error.

Sent by certified mail, return receipt requested

#### Dear cardmember services:

Please be advised that this letter is a demand to provide documentary evidence including any application, contract or agreement expressly authorizing you to collect any and all specific amounts of the alleged debt.

Please provide any evidence of notice provided to me which pertains to the obligation the cosigner (me) entered into, the extent of said obligation and any notice of types of remedies available to the creditor against the debtor and cosigner as required per Federal law.

In addition, please provide copies of any written communication or transcript(s) of any oral communication sent or received by you (including any said communication to you by me or Carlos Rodriquez). This includes any communication with a consumer credit reporting agency or agencies.

To clarify, this is a request for documentary evidence of consumer indebtedness and a non-admission of being an obligor. Specifically, the billing error exists because I did not legally and properly agree to the terms of the alleged debt.

Sincerely,

P.O. Box 62392

Phoenix, AZ 85082

November 27, 2012

Bank of America BankAmericard P.O. Box 982235 El Paso, TX 79998-2235

Re:

Account # 0884

Notice of believed billing error \*

Sent by certified mail, return receipt requested

#### Dear cardmember services:

Please be advised that this letter is a demand to provide documentary evidence including any application, contract or agreement expressly authorizing you to collect any and all specific amounts of the alleged debt.

Please provide any evidence of notice provided to me which pertains to the obligation the cosigner (me) entered into, the extent of said obligation and any notice of types of remedies available to the creditor against the debtor and cosigner as required per Federal law.

In addition, please provide copies of any written communication or transcript(s) of any oral communication sent or received by you (including any said communication to you by me or Carlos/Charlie Rodriquez). This includes any communication with a consumer credit reporting agency or agencies.

To clarify, this is a request for documentary evidence of consumer indebtedness and a non-admission of being an obligor. Specifically, the billing error exists because I did not legally and properly agree to the terms of the alleged debt.

Sincerely,

Print your name and address on the reverse.	A. Signature 66/27/13 Page 51_0f_104
so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name) C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from Item 1?  Yes
Visa Sig. Account li	. If YES, enter delivery address below:   \[ \sum \]  \[ \sum \]
P.O. Box 790408	
St. Louir, mo	3. Service Type
63179.0408	☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
i	4. Restricted Delivery? (Extra Fee)
2. Article Number (Transfer from service labe. 7011 3500 0	001 3400 3008
PS Form 3811, February 2004 Domestic Retu	
	10203502:m-1040
ATURES	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.	A. Signature
Print your name and address on the reverse	Agent D Addressee
so that we can return the card to you.  Attach this card to the back of the mailpiece,	Received by (Printed Name) C. Date of Delivery
or on the front if space permits.	I May bo
Article Addressed to:	D. Is delivery address different from Item 1?
Chere	
(ard Sirving)	
P.O. Dox 15123	3. Service Type
	☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise
milmington, DE	I legand Mail II oo b
1 9850-5123	4. Restricted Delivery? (Extra Fee)
2. Article Number 7011 3500 000	
(Halisiel Holli Service-accy	<u> </u>
PS Form 3811, February 2004 Domestic Re	eturn Receipt 102595-02-M-1540 :
	·
CENDED, COMOUNTS THE CONTRACTOR	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.	A. Signature
Print your name and address on the reverse	X ☐ Agent ☐ Addressee
so that we can return the card to you.  Attach this card to the back of the mailplece,	B. Received by ( Printed Name) C. Date of Delivery
or on the front if space permits.	
1. Article Addressed to:	D. Is delivery address different from item 1?
	: If YES, enter delivery address below:   No
NISA Sig McCounty	1
Cr-Dmomber Scrules	
P.O. B ox 790408	3. Service Type ☐ Certified Mail ☐ Express Mail
111 1 1	☐ Certified Mail ☐ Express Mail ☐ Return Receipt for Merchandise
51. Louis, Md 	☐ Insured Mall ☐ C.O.D.
	4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service label) 7 11 1 3 5	500 0001 3400 2995
D0 F- 2011 F-1	500 0001 3400 2995

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DE	LIVERY
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the malipiece, or on the front if space permits.</li> </ul>	A. Signature  X  B. Received by ( Printed Name)	☐ Agent ☐ Addressee C. Date of Delivery
1. Article Addressed to:  Trans Union Cons Solutions  P.O. Box 2000  Chester PA 19022-2000	☐ Certifled Mail ☐ Express M	E102 10 87
2. Article Number (Transfer from service label 7010 1010 0	002 2144 3742	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DE	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.		Agent Addressee C. Date of Delivery  Item 1? Yes No
<ul> <li>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the malipiece, or on the front if space permits.</li> </ul>	A. Signature  X. A. Signature  B. Racination by (Printed Name)  D. Is delivery address different from it YES, enter delivery address be N. Villegas/NI B.  3. Service Type  Certified Mail  Express	Agent Addressee
Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.  1. Article Addressed to:  Bank a Marriell Marriell  P.O. Boy 982235  T 7 9 9 8 2 2 3 5	A. Signature  X. ACCOMMENT by (Printed Name)  B. Racinat by (Printed Name)  D. Is delivery address different from if YES, enter delivery address be in Villegas/iVi B  N. Villegas/iVi B  3. Service Type  Certified Mail	Agent Addressee

Cardmember Services P.O. Box 15298 Wilmington, DE 19850-5298



December 03, 2012

Antaldadaalaalladabidaadaalaalaala

Norma P Hemandez 413 W Monte Way Phoenix AZ 85041-8826

Important information is provided below regarding your account.

RE: Your account ending in 7515

Dear Norma P Hernandez:

We are in receipt of your correspondence dated November 27, 2012. We reject this document and your demand.

Our legal department has advised us that the arguments contained in your correspondence are without merit. You entered into a valid and enforceable contract with us, received the benefits of that contract, and agreed to repay your indebtedness. In accordance with the terms noted in this agreement, the bank has elected to close your account.

Nothing you cite in your letter provides any basis for the relief that you are requesting. There are no valid defenses raised against us in your correspondence. Accordingly, you are not entitled to any release or forgiveness of debt or lien on the account noted above.

Please be advised that there are others like yourself who have sent similar letters. We take these attempts to avoid paying very seriously.

It is important that you make at least the minimum payment due on your account so that your account remains current.

We consider our position to be reasonable, accurate, and final. We regret to inform you that we cannot assist you any further in this matter.

Sincerely,

**Customer Support Division** Financial Service Advisor







August Statement for activity from Jul. 22, 2011 through Aug. 22, 2011 NORMA P HERNANDEZ CHARLIE RODRIQUEZ

Inquiries: 1-866-289-1567 ELN 58 13 Page 1 of 4

4908

Your Select Rewards Visa® Platinum Card account at a glance						
Activity Summary	HIBIDADA KARING BILOGOTI GILCINA BIKALI OTRA HACCITA	Payment Inform				
Previous Balance Payments Other Credits Purchases Balance Transfers Advances Other Debits Past Due Amount Fees Charged Interest Charged	\$10,564.97 \$28,300.00CR \$13.96CR \$10,122.18 \$0.00 \$1,000.00 \$20,000.00 \$0.00 \$40.00 \$10.18	New Balance				
New Balance	\$13,423.37 \$15,000.00 \$1,576.63 Aug. 22, 2011 32	Minimum Paymer minimum payment interest and it will t For example:				

Payment Information	
New Balance	\$13,423.37 \$145.00 \$0.00 \$145.00 Sep. 17, 2011

Account:

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 Late Fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	21 years	\$27,376
\$456	3 years	\$16,444 (Savings= \$10,932)

If you would like information about credit counseling services, call 866-951-1391.

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$13,423.37 by 09/17/11. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

#### Continued on Next Page

Please detach and send coupon with check payable to: Cardmember Service



#### 0240376600196149080000145000013423374

000032290 1 AT 0.365 106481219834372 P

4908		
\$13,423.37		
\$145.00		
of Payment Enclosed		

#### Cardmember Service





**August Statement** for activity from Jul. 22, 2011 through Aug. 22, 2011 NORMA P HERNANDEZ CHARLIE RODRIQUEZ

Inquiries: 1-866-289-1567 Page 2 of 4

Visa seleci‡fewands			
	This Statement	Year to Date	-3
Description of Activity Base Reward Points Total	10,108 10,108	18,355 18,355	

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 11:00 pm (CST) Monday through Friday, 8:00 am to 9:00 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Post Trans Ref.	
Date Date Nbr Description of Transaction	Amount
Payments and Other Credits  08/01 07/29 2499 STAR TRADER - DL ANAHEIM CA  MERCHANDISE/SERVICE RETURN  08/01 08/01 PAYMENT THANK YOU	\$13.96cR \$300.00cR \$4,500.00cR \$6,500.00cR \$4,500.00cR \$4,500.00cR \$4,500.00cR
07/22         07/21         7076         ARMORED SELFSTOR-KYRN 480-705-4746 AZ           07/25         07/23         2413         MCDONALD'S F3250         TEMPE         AZ           07/25         07/23         5600         MACY'S EAST #453         CHANDLER AZ           07/25         07/23         5608         GRAHAM CENTRAL STATION TEMPE         AZ           07/25         07/23         5597         GRAHAM CENTRAL STATION TEMPE         AZ           07/25         07/23         6959         AMC AHWATUKEE 04000949 Phoenix         AZ           07/25         07/23         9143         AMC AHWATUKEE 04000949 Phoenix         AZ           07/25         07/23         9143         AMC AHWATUKEE 04000949 Phoenix         AZ           07/25         07/23         9186         QT 419         05004197 MESA         AZ           07/25         07/24         1601         Z TEJAS CHANDLER #109 CHANDLER AZ         AZ           07/25         07/24         1801         Z TEJAS CHANDLER #109 CHANDLER AZ         AZ           07/25         07/24         8135         SANDBAR DESERT RIDGE PHOENIX         AZ           07/26         07/21         8686         OUTWEST VENTURES INC TEMPE         AZ           07/26	\$231.40 \$18.49 \$96.21 \$82.66 \$50.00 \$300.00 \$35.00 \$10.00 \$41.00 \$151.00 \$41.00 \$151.00 \$41.00 \$151.00 \$40.00 \$15.00 \$15.00 \$15.00 \$16.25 \$140.69 \$140.69 \$140.69 \$140.69 \$140.83 \$140.83 \$140.83 \$140.83 \$140.83 \$16.83 \$16.83





August Statement for activity from Jul. 22, 2011 through Aug. 22, 2011 NOŘMA P HERNANDEZ CHARLIE RODRIQUEZ

Inquiries: 1-866-289-1567 Page 4 of 4

Tians	iaelioin	\$		
Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount
08/09	08/07		CASH ADVANCE FEETOTAL FEES FOR THIS PERIOD	\$40.00 <b>\$40.00</b>
			Interest Charged	
08/22			INTEREST CHARGE ON CASH ADVANCES TOTAL INTEREST FOR THIS PERIOD	\$10.18 <b>\$10.18</b>

2011 Totals Year-to-Date	
Total Fees Charged in 2011	\$140.00
Total Interest Charged in 2011	\$134.36

#### 

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

<sup>\*\*</sup>APR for current and future transactions.

Balance Type	Balance By Type		Variable	P Interest	Annual ercentage Rate S	Expires with Interest Italement Free Period
BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	9.24%	YES
PURCHASES	\$0.00	\$0.00	YES	\$0.00	9.24%	YES
""ADVANCES	\$827.62	\$1,257.42	YES	\$10.18	9.24%	NO
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.99%	NO
**PURCHASES	\$12,595.75	\$0.00	YES	\$0.00	13.99%	YES

#### inieneenielinelinessaaas

Reward yourself! Your credit card offers rich rewards like travel, gift cards and cash back. Check out all the rewards available to you by visiting the Rewards Center online or call 1-888-229-8864.

BalanceShield offers Protection from the Unexpected! Get peace of mind knowing your minimum monthly payment can be paid for up to 12 months in the event of hardships like unemployment or disability. These and other benefits cost only \$0.85 per \$100 of your statement balance each month. ENROLL TODAY BY CALLING 877-694-1285.

Fargo, ND 58125-6354

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the inquiries phone number located on this statement.

#### To contact us recarding your account 4437 6600 4968 Send Inquiries to: By Telephone: Send Payments to: Online Every Hour! Every Day! Cardmember Service Cardmember Service visit our website: Voice: 1-866-289-1567 P.O. Box 6354 P.O. Box 790408 myaccountaccess.com

TDD: 1-888-352-6455

1-866-616-1750 Fax:

St. Louis, MO 63179-0408





**February Statement** for activity from Jan. 25, 2012 through Feb. 22, 2012 NORMA P HERNANDEZ CARLOS RODRIGUEZ

Inquiries: 1-866-290-6832

ELN 8 14 Page 1 of 3

9530

YouAvisa@Signature Daro at	eoliika kaglanee				
Activity Summary					
Previous Balance Payments Other Credits Purchases Balance Transfers Advances Other Debits Past Due Amount Fees Charged Interest Charged	\$6,896.88 \$2,610.00cR \$0.00 \$900.49 \$0.00 \$1,700.00 \$2,510.00 \$0.00 \$113.00 \$78.48				
New Balance	\$9,588.85				
Revolving Line of Credit Revolving Line Available Statement Close Date Days in Billing Cycle	\$7,000.00 None Feb. 22, 2012 29				

Payment Information	
New Balance	\$9,588.85 \$2,738.00 \$0.00 \$2,738.00 Mar. 19, 2012

Aecount:

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 Late Fee.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	15 years	<b>\$</b> 15,494
\$323	3 years	\$11,629 (Savings= \$3,865)

If you would like information about credit counseling services, call 866-951-1391.

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$9,588.85 by 03/19/12. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

#### Continued on Next Page

Please detach and send coupon with check payable to: Cardmember Service



To change your address or for Cardmember Service please call: 1-866-290-6832 Every Hour! Every Day!

000006292 1 AT 0.374 106481483622873 P

#### ,79530000273A0000095AAA5A

9530
\$9,588.85
\$2,738.00
r Amount of Payment Enclosed
Secretary Secretary Secretary
4

#### Cardmember Service

P.O. Box 790408 St. Louis, MO 63179-0408 դգԱրարիրդդիստիրդովը[Ա][գևեկեր[Այլլի[Ա][Ա]





**February Statement** for activity from Jan. 25, 2012 through Feb. 22, 2012 **Inquiries: 1-866-290-6832**NORMA P HERNANDEZ
CARLOS RODRIGUEZ

Inquiries: 1-866-290-6832
Page 2 of 3

Visa:Signaiume Cam			
Summary of Points Earned	This Statement	Year to Date	ł
Base Reward Points	Ð	126	
Total	0	126	
Rewards Center Information as of 02/20/2012			
Rewards Center Activity*	0		
Rewards Center Balance	17,448		

<sup>\*</sup>This item includes points redeemed, expired, and adjusted

Total points earned have been deleted because your account is now closed. To reactivate please call 1-800-558-3424 (in the Milwaukee area 765-4357).

l Jens	zielileli	S		
Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount
			Payments and Other Credits	
02/09 02/17	02/09 02/17		PAYMENT THANK YOUPAYMENT THANK YOU	\$2,510.00cR \$100.00cR
			Purchases and Other Debits	١
01/30 01/30 01/30 02/13	01/27 01/26 01/26 02/10	1832 8348 0128 2796	SAN FELIPE'S CANTINA TEMPE AZ	\$36.00 \$63.06 \$10.00 \$1,700.00
02/13 02/13 02/13 02/13 02/13 02/13	02/10 02/11 02/10 02/10 02/11 02/11 02/12	0897 7528 9699 9173 1185 9247 0360	JOURNEYS #1249 06 CHANDLER AZ	\$48.95 \$24.94 \$32.00 \$414.95 \$88.53 \$46.00 \$7.62
02/13 02/13 02/14 02/14 02/15	02/10 02/10 02/12 02/12	2248 3524 5970 6582 4249	WM SUPERCENTER PHOENIX AZ	\$34.61 \$40.00 \$12.93 \$40.90 \$2,510.00 <b>C</b>
			Fees Charged	
02/09 02/13 02/15 02/17	02/10		PHONE PAYMENT SERVICE CHARE  CASH ADVANCE FEE	\$10.00 \$68.00 \$25.00 \$10.00 \$113.00
***************************************			TOTAL FEES FOR THIS PERIOD	<del>-</del>
02/22 02/22			INTEREST CHARGE ON PURCHASESINTEREST CHARGE ON CASH ADVANCESTOTAL INTEREST FOR THIS PERIOD	\$70.38 \$8.10 <b>\$78.48</b>



**February Statement** for activity from Jan. 25, 2012 through Feb. 22, 2012 NORMA P HERNANDEZ CARLOS RODRIGUEZ

Inquiries: 1-866-290-6832

Page 3 of 3

2012 Totals Year-to-l	
Total Fees Charged in 2012	\$113.00
Total Interest Charged in 2012	\$78.48

#### increscention enement

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

<sup>\*\*</sup>APR for current and future transactions.

Balance Type	Balance	Subject to		Interest	Percentage wi	th interest
"BALANCE TRANSFER "PURCHASES "ADVANCES	\$0.00	\$0,00	YES	\$0.00	12.99%	NO
	\$7,812.75	\$6,819.77	YES	\$70.38	12.99%	YES
	\$1,776.10	\$785.51	YES	\$8.10	12.99%	NO

#### Important Messages

1-866-616-1750

Fax:

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

	[e]]U(eB/(e)} \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	माध्या ।	
By Telephone:	Send Inquiries to:	Send Payments to:	Online
Every Hour! Every Day!	Cardmember Service	Cardmember Service	visit our website:
Voice: 1-866-290-6832	P.O. Box 6354	P.O. Box 790408	myaccountaccess.com
TDD: 1-888-352-6455	Fargo ND 58125-6354	St. Louis, MO 63179-0408	

# Case 2:13-cv-01289-GMS Document 1 Filed 06/27/13 Page 64 of 104 Norma P. Hernandez P.O. Box 62392 Phoenix, AZ 85082

January 30, 2013

Equifax PO Box 740256 Atlanta, GA 30374

Notice of billing/CRA error Sent by certified mail, return receipt

Dear Sir/Madam:

I am writing in regards to the below referenced credit card accounts to inform you that I do not owe the following listed debts. This dispute is based on a review of my free annual credit report I recently obtained (confirmation #3508060947). Please verify these debts as required by the Fair Debt Collection Practices Act:

Elan Finacial Services PO Box 108 St. Louis, MO 63166 Visa Signature # 2513 Elan Finacial Services PO Box 108 St. Louis, MO 63166 Visa Signature # 2513 Elan Finacial Services PO Box 108 St. Louis, MO 63166 Visa Signature account 9530 Bank of America BankAmericard P.O. Box 982235 El Paso, TX 79998-2235 Account # 0884 - listed as # Chase Cardmember Service P.O. Box 15123 Wilmington, DE 19850-5123 Account #

Case 2:13-cv-01289-GMS Document 1, Filed 06/27/13 Page 65 of 104 In each of these four se, ate accounts, I am listed as a co-obligative with Carlos Rodriguez, who I am not related to. Unequivocally, I never used any of these cards myself nor did I benefit from any of the purchases which were exclusively made by Carlos Rodriguez.

As your investigation will reveal, I did in the case of one of these cards (Visa Signature account #2513), on July 5, 2011, sign an agreement to add Carlos Rodriguez to an account I exclusively held since 2007. I did this based on his promise to pay his expenditures made on that card. When he failed to pay his expenditures, the account was closed by me.

Among the issues I have with Desert Schools Credit Union and Elan Financial Services on account #2513 is that after I requested Carlos Rodriguez to be removed from the account, he was allowed to continue making charges which are now, in effect, assessed against me. As I was not receiving any statements since they were sent to his residence and not to mine, I had no way of knowing about his additional charges. The problem as was explained to me, was that Carlos Rodriguez was issued the same card number as mine, which enabled to continue to make unauthorized charges which he had no intent to pay for.

As far as the other three accounts disputed, in none of these did I ever authorize in writing to be a co-signer or co-obligor of the charges Carlos Rodriguez made. Like the credit card account listed above, when I became aware of the existence of these accounts, I had attempted to remove my name from them by contacting each of the credit card companies directly, but was unsuccessful. In none of these instances, did I receive statements at my home address which would indicate to me that Carlos Rodriguez was making purchases on credit cards which listed my name.

On November 27, 2012, I made a written request to each of the credit card companies listed above (with the exception of Visa Signature account # 2513) asking them to verify the existence of proof that I agreed to be responsible for Carlos Rodriguez's debt. To date, I have received no answer to my written requests from anyone.

I am the unfortunate victim of Carlos Rodriguez as well as I believe, violations of the Fair Credit Reporting Act which forbids reporting information the reporter knows, or should know, is false. In addition, I believe other federal consumer protection credit laws were broken as well because I did not agree to the terms of the alleged debt.

These charges are damaging to my financial and mental well-being and have nothing to do with me. A detailed review of the accounts in question, including a review of the call history will reveal this to you.

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Thank you so much for your attention to this matter.

Sincerely

## Case 2:13-cv-01289-GMNormacpmrental and et al. (27/13 Page 66 of 104 P.O. Box 62392 Phoenix, AZ 85082

January 30, 2013

Experian National Consumer Assistance Center PO Box 2002 Allen, TX 75013

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Notice of billing/CRA error Sent by certified mail, return receipt

#### Dear Sir/Madam:

I am writing in regards to the below referenced credit card accounts to inform you that I do not owe the following listed debts. This dispute is based on a review of my free annual credit report I recently obtained (report #0606-6404-23). Note, I attempted to file this on-line, but had difficulty getting the site to respond. Please verify these debts as required by the Fair Debt Collection Practices Act:

Elan Finacial Services PO Box 108 St. Louis, MO 63166 Visa Signature # 2513 1 í. Elan Finacial Services PO Box 108 St. Louis, MO 63166 Visa Signature # 2513 Elan Finacial Services PO Box 108 St. Louis, MO 63166 Visa Signature account # Bank of America BankAmericard P.O. Box 982235 El Paso, TX 79998-2235 0884 – listed as # Account # 5845... Chase Cardmember Service P.O. Box 15123 Wilmington, DE 19850-5123 Account 7515

In each of the selfour so, 1280-exponts domnlisted as pleated in 13 with Garles Bodgiguez, who I am not related to. Unequivocally, I never used any of these cards myself nor did I benefit from any of the purchases which were exclusively made by Carlos Rodriguez.

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Thank you so much for your attention to this matter.

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## Case 2:13-cv-01289-GMS Document 1 Filed 06/27/13 Page 68 of 104 Norma P. Hernandez P.O. Box 62392 Phoenix, AZ 85082

February 1, 2013

TransUnion Consumer Solutions P.O. Box 2000 Chester, PA 19022-2000

Notice of billing/CRA error Sent by certified mail, return receipt

Dear Sir/Madam:

I am writing in regards to the below referenced credit card accounts to inform you that I do not owe the following listed debts. This dispute is based on a review of my free annual credit report I recently obtained. Please verify these debts as required by the Fair Debt Collection Practices Act:

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Chase
Cardmember Service
P.O. Box 15123
Wilmington, DE 19850-5123
Account # 7515

Case 2:13-cv-01289-GMS Document 1 Filed 06/27/13 Page 69 of 104 In each of these four se, at accounts, I am listed as a co-oblige with Carlos Rodriguez, who I am not related to. Unequivocally, I never used any of these cards myself nor did I benefit from any of the purchases which were exclusively made by Carlos Rodriguez.

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These charges are damaging to my financial and mental well-being and have nothing to do with me. A detailed review of the accounts in question, including a review of the call history will reveal this to you.

Thank you so much for your attention to this matter.

Sincerely

Case Complete items 1.3 and 3. Also complete item 4 if Restricted Delivery is desired.	A. Signature Filed 06/27/13 Page 70 off 1804t
<ul> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	B. Deceived bx ( Printed Name) C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from item 1?
	If OES, enter children address below:
Transunion LLE ES	
6.9. Box 1009/	
Checker, PA 19022	3. Service Type  Certified Mail Registered Return Receipt for Merchandise Insured Mall C.O.D.
	4. Restricted Delivery? (Extra Fee)
(nansier nom corrido	002 2144 5494
PS Form 3811, February 2004 Domestic F	Return Receipt 102595-02-M-1540
~	COMPLETE THIS SECTION ON DELIVERY
SENDER: COMPLETE THIS SECTION	
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse</li> </ul>	A. Signature  Agent Addressee
so that we can return the card to you.  Attach this card to the back of the mailpiece,	B. Received by ( Printed Name)  C. Date of Delivery
or on the front if space permits.	D. is delivery address different from her 1//11/2 Yes
1. Article Addressed to:	If YES, enter delivery address below: No
Experian	
Net. Consumer Acet. Culo	Janes M Swenon.
P.O. BIX 2002	3. Service Type  Certified Mail Express Mail Registered Return Receipt for Merchandise
Allen, TX 75013	☐ Insured Mail ☐ C.O.D.
	4. Restricted Delivery? (Extra Fee) Yes
2. Article Number 7010 1	OLO 0002 2144 3728
PS Form 3811, February 2004 Domestic	Return Receipt 102595-02-M-1540
SENDER: COMPLETE THIS SECTION	COMPLETE THE SECTION
Complete items 1, 2, and 3. Also complete	A. Signature
item 4 if Restricted Delivery is desired	X Agent
Print your name and address on the reverse so that we can return the card to you.	Addressee
Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (i Puntad Name) ் C. Date of Delivery
Article Addressed to:	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
Equifal	
P.O. Box 740256	
Atlanta, GA 30374	3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
2. Article Number	4. Restricted Delivery? (Extra Fee)
(Transfer from service label) 7010 101	O 0002 2144 3735
PS Form 3811, February 2004 Domestic Reti	







Save as PDF

#### Equifax Credit Report ™ for Norma P. Hernandez

As of: 01/08/2013.

Available until: 02/07/2013 Confirmation #: 3508060947 Report Does Not Update

A Important. Please print this report as it will only be available for you to view during this session with Equifax. If you would like to view this credit report online free for 30 days, <u>click</u> <u>here.</u>

Section Title	Section Description
1. Credit Summary	Summary of account activity
2. Account Information	Detailed account information
3. <u>Inquiries</u>	Companies that have requested or viewed your credit information
4. Negative Information	Bankruptcies, liens, garnishments and other judgments
5. <u>Personal Information</u>	Personal data, addresses, employment history
6. <u>Dispute File Information</u>	How to dispute information found on this credit report
7. Summary of Your Rights Under the FCRA	Summary of Your Rights Under the FCRA
8. Remedying the Effects of Identity Theft	Remedying the Effects of Identity Theft
9. <u>Your Rights Under State Law</u>	Your Rights Under State Law

#### **Credit Summary**

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

#### Accounts

Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

Open Accounts	Total Number	Balance	Available <sup>(2)</sup>	Gredit Limit 🖔	Debt to Credit Ratio	Monthly Payment Amount	Accounts with a Balance
Mortgage	2	\$154,246	\$0	\$163,487	94%	\$1,049	2
Installment	0	\$0	N/A	N/A	N/A	\$0	0
Revolving	2	\$0	\$27,500	\$27,500	0%	\$81	0
<u>Other</u>	0	\$0	N/A	N/A	N/A	\$0	0
Total	4	\$154,246	\$27,500	\$190,987	81%	\$1,130	2

**Debt by Account Type** 

**Debt to Credit Ratio by Account** 



## **Account Age**

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History

2004 Years, 2 Months

**Average Account Age** 

6 Years, 3 Months

Oldest Account

CHASE BANK USA, NA (Opened 11/01/1998)

Most Recent Account

BANK OF AMERICA (Opened 08/31/2011)

## Inquiries - Requests for your Credit History

Numerous inquires on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years

3

Most Recent Inquiry

ROADLOANS (04/13/12)

## **Potentially Negative Information**

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records 0

Negative Accounts 2

Collections 0

# **Mortgage Accounts**

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

## **Open Accounts**

Account Name	Account Number	Date Opened	Balance	Date Reported 🕰	Past Due	Status 🛄	Credit Limit
DESERT SCHOOLS FCU	201674XXXX	03/03/2008	\$63,849	12/31/2012		PAYS AS AGREED	
The second residue of the second second second second	CONTRACTOR OF THE PROPERTY OF		-	and the same of th		ing war recovering a real way of second	

#### DESERT SCHOOLS FEDERAL CU

PO Box 2945 Phoenix, AZ-850622945



Account Number:	201674XXXX	Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$70,000
Type of Account 🗓	Installment	Credit Limit:	and the second security and the second secon
Term Duration:	99 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	03/03/2008	Balance:	\$63,849
Date Reported:	12/31/2012	Amount Past Due:	Additional Conference on the Conference of the C

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Account Name	Account Number	Date Opened	Balance	Date Reported 🔼	Past Due	Status 🛄	Credit Limit
Date of Last	Payment:	12/2012		Actual Payment	Amount:	\$425	
Scheduled P	ayment Amount:	\$425	appeared to the Control of the Control	Date of Last Act	ivity:	12/2012	2
Date Major D Reported:	Delinquency First	gygan gr-nggleiring -gyskyn-spanig pery siller hy har eenste distante filefilm	Print Management   Print and a second	Months Reviewe	ed:	57	
Creditor Clas	sification:	and the state of a state of the		Activity Designa	tor:	N/A	
Charge Off A	\mount:			Deferred Payme	ent Start I	Date:	
Balloon Payr	ment Amount:	and the second of the second o	and the state of t	Balloon Paymer	nt Date:		
Date Closed	guid van spanned fijn de deld fan egelijn gillet 20 (1000) de ûnder in besti'n fel wel B	erry oran aparts of P electrical distance from tends to the electrical strategies of the electrical	- A B - B B - B	Type of Loan:	August to the to Acres of the	Second Mortga	•
Date of First	Delinquency:	N/A	and the second s				
Comments:		Fixed rate	DESCRIPTION OF THE PROPERTY OF	un as interaporationement all issues anners	contraction that executed	ne of a ship to the his said Albertains.	of A of Management

### 81-Month Payment History

Year	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	*	*	*	*	*	*	*	*	*	*	*	\$44.60° 0 10 10 10
2011	*	*	*	*	*	*	*	*	*	*	*	*
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	application of the Contract of	in the transmission	*	*	*	*	*	*	*	*	*	*

	• • • • • • • • • • • • • • • • • • • •				
METLIFE	481007407XXXX	10/29/2010	\$90,397	12/05/2012	PAYS AS
HOME LOANS					AGREED

#### **METLIFE HOME LOANS**

4000 Horizon Way Irving, TX-750632260 (214) 441-4575

Account Number:	481007407XXXX	Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$93,487
Type of Account	Mortgage	Credit Limit:	a additional of May No. (An Phonga agency and Anguery
Term Duration:	30 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	10/29/2010	Balance:	\$90,397
Date Reported:	12/05/2012	Amount Past Due:	
Date of Last Payment:	11/2012	Actual Payment Amount:	\$623
Scheduled Payment Amount:	\$624	Date of Last Activity:	12/2012
Date Major Delinquency First Reported:	ia a kilobbi da mili Andron uma maki am Arrana matin dhilinanda a dhinada dhilinanda a	Months Reviewed:	24
Creditor Classification:	i marining aparticular (a. c.	Activity Designator:	N/A
Charge Off Amount:	an't a annume air Annifeith de Marco Mathemann à reimhleithe de deid de antainte dh'r ceilid dos Annibuses de	Deferred Payment Start Date	nga nanda Madada da da nana ang kananda da manara. A
Balloon Payment Amount:	nga stara nga nga SiP nyantangga nga mitanan at mang paga at nga ngang panggap na ngang nga mga sama an	Balloon Payment Date:	to the second second second second second
Date Closed:	entre autoritation de la company de la compa	Type of Loan:	FHA Real Estate Mortgage
Date of First Delinquency:	N/A		a di carif sendra (legge sep que a representamente al calebra y lond
Comments:	Fixed rate	and the state of t	

81-Month Payment History

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Account Name		Accour Numbe		Dat Op	te ened	Balance	Da Re	te ported	(ف)	Past Due	Sta	itus 🛄	Credi Limit
Year	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug		Зер	Oct	Nov	Dec
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losed	Acc	ounts	**************************************	Caritolica de estados	······································		<del></del>		**************************************	- Andrew A		B. A. A	Prid Assaultinum van museele
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COLON	NAL S	& L MOF	RTGAGE	=									
(817) 4	orth, T. 124-904	X-76102 14											
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Term Du	ration:	golggiloskoudosaloskul od 1980	1	5 Years	<b>3</b>		Tem	ns Frequ	uend	cy:			ily (due month)
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Date of L	ast Pay	/ment:	00	3/2008			Actu	al Payn	nent	Amou	nt:		
Schedule	d Payn	nent Amo	ount: \$4	461			Date	of Last	Act	ivity:	0 W 15 . M. 1 . M. 1 1 M. 1 .	06/20	80
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		3506229	45										

Account Name 🗀	ccount umber	Date Opened	Balance	Date Reported 🔁	Past Due	Status 🛄	Credit Limit
Account Number:		1674XXXX	:	Status:		PAYS AGRI	
Account Owner:	THE RESIDENCE OF STREET OF	Joint Account		High Credit:	.batherner: more	\$15,3	86
Type of Account 🗓	And the state of t	Mortgage	1	Credit Limit:			
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Date Opened:	## ##	02/01/2004		Balance:		\$0	
Date Reported:	- al Joseph Service - Company of the	03/01/2008	er ting dir dang migrit, dinggitar meter pekaniran	Amount Past Du	e:		
Date of Last Payme	ent:	03/2008		Actual Payment	Amount	\$10,3	806
Scheduled Paymer	it Amount:	\$126		Date of Last Act	vity:	03/20	800
Date Major Delinqu Reported:	ency First	romakentyy i nii historija i 1750 opy i ferfere filolo. Na o o osi feriolita i je medi i f	n and a controlled of the state	Months Reviewe	d:	49	
Creditor Classificat	ion:	e vitte in an observation and a visu on an overland or the visual definition of	ng in angang pangang ang ang ang ang ang ang ang ang a	Activity Designa	tor:	Paid Close	
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Date of First Delino	uency:	N/A		many and gauge or many hadronich Admiral Arymoreth		And the state of t	
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## 81-Month Payment History

No 81-Month Payment Data available for display.

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DESERT	1674XXXX	01/01/2002	\$0	02/01/2004	PAYS AS
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FCU					and the state of t

### DESERT SCHOOLS FEDERAL CU

PO Box 2945 Phoenix, AZ-850622945

Account Number:	1674XXXX	Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$12,400
Type of Account	Mortgage	Credit Limit:	
Term Duration:	15 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	01/01/2002	Balance:	\$0
Date Reported:	02/01/2004	Amount Past Due:	
Date of Last Payment:	02/2004	Actual Payment Amount:	\$10,382
Scheduled Payment Amount:	\$108	Date of Last Activity:	02/2004
Date Major Delinquency First Reported:	roman viete arian konn konn konn et en er en	Months Reviewed:	25
Creditor Classification:	akyanatahan kanatasa kanatasa da arabi	Activity Designator:	Paid and Closed
Charge Off Amount:	ika gapunda apangan and aga ara-ama sahabi 1977 (1976) 1984 (Massimus terbenarus Miras Arabi	Deferred Payment Start Dat	e:
Balloon Payment Amount:		Balloon Payment Date:	entermentaliste and a service and a service property of the control of the contro
Date Closed:	02/2004	Type of Loan:	Second Mortgage
Date of First Delinquency:	N/A		

Account Name	Account Number	* 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Date Opened	Bala	nce	Date Reported (		ast ue	Status 🛄	Gredit Limit
81-Month Pay	ment Histor	у		, more manufacture programme and severe	ang K <sub>ali</sub> gumag sebak ng Jerit	and the second special consequences are a	dia sa Amerika ngiliat sa	THE BUILDING	all China antio and any	att some at a regular consequence of
No 81-Month P	ayment Data	a availab	le for displa	iy.	en e	ne Production des de la Profession de Annes,	ar i star star	Parties a Significant	Sometime to the Space of the	
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4000 Horizor Irving, TX-75 (214) 441-45	0632260									
Account Numbe	ır:	4810	07040XXX	X	Sta	tus:				S AS
Account Owner:	ti militi. All nya sakatan banjuga permaangan.	Joint	Account	- Carrier and the same of the	Hial	h Credit:		/	\$93,	EED
Type of Accoun	[7]	Mort	gage			dit Limit:	and the same of the same of	terraturi da a antiqua	φου,	102
Term Duration:	Edit de se state y Menses e the edition and comment section 2 and	30 Y	ears		Ten	ms Freque	ncy:	a. erik telapanggenapy agai	Mont	thly (due y month)
Date Opened:	**************************************	12/0	1/2008	· Marie and Communication of the paper of the second of th	Bala	ance:	Tales		\$0	y monuny
Date Reported:		11/01	/2010	THE PERSON NAMED IN COLUMN TWO	Amo	ount Past [	Due:			annia - Tarriga (1900)
Date of Last Pay		10/20	010		Actu	ıal Paymei	nt Am	ount:	\$92,9	925
Scheduled Payn	to devote the comment of the party of the party of		of the state of th	rk endligter beginnig kengen jaar a	Date	e of Last A	ctivity		10/20	010
Date Major Delir Reported:		···	St. on Manager, and Superior and America		Mon	ths Reviev	ved:	***************************************	21	Magnetic — service Addition in the service and development of the project
Creditor Classific	Warmer Manager - Makeyer only cales.	· · · · · · · · · · · · · · · · · · ·	holish Markinga a ann an languaga tangga		Activ	vity Design	ator:	dar de regg pe	Paid Close	
Charge Off Amor		······································		an a did Namar di 19 anno de 1860	Defe	erred Paym	ent S	tart Da	te:	an and a five ty page transfer consequence of the
Balloon Payment Date Closed:	t Amount:			er distriction of the contract		on Payme	ent Da	te:	Takes - To page , 1 app	Mar annua mara su, pra-
Date Closed:		10/20	10		Туре	of Loan;			FHA Estat	e
Date of First Deli	nquency:	N/A		***************************************		and and a state of the state of	E-11-1-10-1 \p-4-10		Mortg	age
Comments:	decide a second control of the second contro	Fixed	rate		*****	erianianen erasti dakturr		THE STATE OF THE STATE ASSESSMENT	the second section of	to the street of
81-Month Paym	ent History	To est time to the second second	and the second seco	i Merinde da Artici (Proposition Proposi	Processor Constant and a	artinalistic oli oli dell'artina et ( primeri del 2	Time him ket,	Militaria esta esta periodo de la composição de la compos	inki i saladin ja 1900 juud elin käynniilin mayna el	htad Dhallanas Marad see 1950
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nstallment	Αςςοι	ınts								
nstallment accou payments are pre	nts are cree	dit acco	unts in whi	ich the a	mount	of the pa	ymen	t and t	ihe numb	er of
Closed Acco		, 11/101	., outil as	u vai IUS	u I.					
Account Name	Account Ni	umber	Date Opened	Balan	CP	ate eported [	Pa: Du		tatus 🛂	Credit Limit

Account Name	Account Number	Date Opened	Balance	Date Reported 🔯	Past Due	Status 🛄	Credit Limit
BANK OF AMERICA, N.A	6501001693XXXX	04/01/2008	\$0	09/01/2011		PAYS AS AGREED	
					management of prosper money		

## BANK OF AMERICA, N.A.

PO BOX 45144 JACKSONVILLE, FL-32232 (800) 299-2265

Account Number:	6501001693XXXX	Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$24,867
Type of Account 2	Installment	Credit Limit:	
Term Duration:	60 Months	Terms Frequency:	Monthly (due every month)
Date Opened:	04/01/2008	Balance:	\$0
Date Reported:	09/01/2011	Amount Past Due:	e en en la Al-Albanda en en electronica y en el en en en en el en el en el el en el en el en el en el en el en
Date of Last Payment:	09/2011	Actual Payment Amount:	\$9,215
Scheduled Payment Amount:	\$488	Date of Last Activity:	09/2011
Date Major Delinquency First Reported:	de companiente de de de de la companiente del companiente de la companiente de la companiente de la companiente del companiente de la comp	Months Reviewed:	41
Creditor Classification:	makken incorport i die geben kensilen kus i Steur in die Erst von Anderstand dass den Steur in 1998 (Americans) von der	Activity Designator:	Paid and Closed
Charge Off Amount:	уу учинтон калиндин. Е. и. ч. 20 г. Моссовой починой и принстикай когулт түү өүлөлөөдөгүүү	Deferred Payment Start Dat	e:
Balloon Payment Amount:	- Annother would have the definition of A. Allen is which have the test of Michigan Artifa have the Michigan of Ar	Balloon Payment Date:	and a first transport to the first transport to the second transport transport to the second transport tra
Date Closed:	09/2011	Type of Loan:	Auto
Date of First Delinquency:	N/A	омия, выт имеричення выполня в	AND ADDRESS OF MANAGEMENT AND
Comments:	inakuntu utututa salah bahatatan bahatatan bahatatan bahatatan bahatatan bahatatan bahatatan bahatatan bahatat	entre en	or will down to the characteristic and the control of

## 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	*	*	*	*	*	*	*	*				The second second second second
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	* .	*	*	*	*	*	*	*	*
2008	again sa bana a tha an air a bha a dh	ann an airmeileach ann an airmeileachda Cair Sin Sin Sin Sin Sin Cair Sin	APROLEGETORS	A CONTRACTOR OF THE CONTRACTOR	**	*	#  descriptions peaks	*	*	The street was a street of the	*	weeks castles
DESER		1674>	(XXX	1	1/01/1999	\$0	(	02/01/20	04	PA	YS AS	e disservir pro
SCHOO	DLS FCL	J								AG	REED	

## DESERT SCHOOLS FEDERAL CU

PO Box 2945 Phoenix, AZ-850622945

Account Number:	1674XXXX	Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$22,091
Type of Account	Installment	Credit Limit:	
Term Duration:	60 Months	Terms Frequency:	Monthly (due every month)
Date Opened:	11/01/1999	Balance:	\$0
Date Reported:	02/01/2004	Amount Past Due:	an commence manages for any conjunction \$45 december \$45 and the \$45 december \$45 d
Date of Last Payment:	02/2004	Actual Payment Amount:	\$3,724

Equitax FACT Act

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Account Name Account No	ımber	Date Opened	Baland	Date Reported	Past Due	Status 🔯	Credit Limit
Scheduled Payment Amount:	\$438	aggang maga stepholic i Materian da derenan de relacion de	dagarring princip glife dering specific	Date of Last A	ctivity:	02/20	04
Date Major Delinquency First Reported:		Marie Marie and States assume the spill and assume		Months Revie	wed:	51	
Creditor Classification:			and the set of the set	Activity Desig	nator:	Paid a Close	
Charge Off Amount:		nen kennen der reite sond von i S. a. S. S. gr. St pad		Deferred Payr	nent Start	Date:	
Balloon Payment Amount:				Balloon Paym	ent Date:	and the state of t	
Date Closed:	02/20	04		Type of Loan:	and to the contrast states the same of the Con-	Auto	
Date of First Delinquency:	N/A				ann and a mallaness demonstrate to	and account of the second of t	ngy yek hak akkapay gar it hak
Comments:	ans modern is contained where	ode Printinger bestellt im sen im mit und und mit mit sin mit der mit	THE SHEWELD SHEET	rit veloperialist introducero skilok venok rekny engelsi (100 er	habithabbirtstore(400e)	ettemania ambieksi pemperaksi berikai bila 40-	grigger in half existent and having
No 81-Month Payment Data a PMORGAN 107208204 CHASE BANK		e for display. 07/01/2007	\$0	03/01/200	B	PAYS AS AGREED	CARCA LIBERTA (1971) 18
PO Box 901076 Fort Worth, TX-76101207 (800) 336-6675							
Account Number:	1072	082041XXXX	27-1 <b>27-1 103-1</b> 1 <b>107-11 1</b> 1 1 1 1 1	Status:	mproduce a chipologica - Albania	PAYS AGR	
Account Owner:		Account	+	High Credit:	adam derri vangella etg. era elekt. d. dek	\$47,7	'49
Type of Account 🗓	Insta	liment		Credit Limit:			
Term Duration:	72 M	onths	and the second second	Terms Frequ	ency:		hly (due / month)
Date Opened:	07/0	1/2007		Balance:		\$0	
Date Reported:	03/0	1/2008		Amount Past	Due:		
Date of Last Payment:	03/20	008		Actual Paym	ent Amoun	t: \$45,	134
Scheduled Payment Amount	\$869		arterior and the statement of the	Date of Last	Activity:	03/20	308
Date Major Delinquency First Reported:	İ	NE de la companya de		Months Revi	ewed:	8	andre a real factor of the second
Creditor Classification:				Activity Design	gnator:	Paid Clos	
Charge Off Amount:	Antonio management			Deferred Pay	ment Star	t Date:	and the second second second second
Balloon Payment Amount:		And design company and special states of the		Balloon Payr	******	processors and any or the appropriate of	egeneral section section
Date Closed:	03/2	800	************	Type of Loar	1:	Auto	**********
Date of First Delinquency:	N/A	allow mayor or water constraints	danahirikan diri sebagai sebaga	n A 1861-1841-1848 1847-1848 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	and Mahamata A. San and A. San and A.	-others from amount of the Are W	
Comments:	EKYLM AT BEHLINI CIR	titoricinas tariti pa moji po pisti di ottotin	THE PART SAME SAME	teranizati merupakan Pedalikan Peda	r yannan da atamaka ta atawata 19	www.com.com.com.com.com.com.com.com.com.com	Add of some wedness
81-Month Payment History	availab	le for display.					

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# **Revolving Accounts**

Revolving accounts are charge accounts that have a credit limit and require a minimum payment each month, such as most credit cards.

# **Open Accounts**

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Status	Credit Limit
CHASE BANK JSA, NA	541712485095XXXX	11/01/1998		10/01/2005	Name and a second second	PAYS AS AGREED	\$22,50
Chase Card Servi	ces						
P.O.Box 15298 Wilmington, DE-1	9850						
(800) 955-9900		,	`				
Account Number:	54171248	5095XXXX 🗸	Status	:		PAYS A	
Account Owner:	Terminate	ed	High C	redit:		\$4,467	
Type of Account 🗓	Revolving		Credit	Limit:		\$22,50	0
Term Duration:	ाकृत क्षांत्रकार । कृत्याचार्य के क्षेत्रकार का स्वतः स्वतः स्व वेशकी भाष्ये के कोशिकारकार्यक्ष स्वतः स्वीतः सैनार	rentindark krissausi, Arthelli Addus erhilaji ida Asdellas Jys, salmantus	Terms	Frequency:	g Villagilagajarek a geneti a sek a disente	Monthl every r	
Date Opened:	11/01/199	8	Baland	ce:	Uprigge - Q. P. Jan. N. Vo. V.		
Date Reported:	10/01/200	)5	Amou	nt Past Due:		and the transfer of the same o	, . atauti Tri Napandi Ni Ni AM
Date of Last Payme	nt: 09/2005	alliani di Mandalanda apina di dalah baga	Actual	Payment Am	ount:	\$100	girkensori (4.7556
Scheduled Payment	Amount: \$81		Date o	of Last Activity		10/200	5
Date Major Delinque Reported:		energy was a series of the ser	Month	s Reviewed:	All and All an	59	reaks group, writing above
Creditor Classification	on:		Activit	y Designator:		N/A	
Charge Off Amount:				ed Payment S	Start D	ate:	krausene en de sa rand ran
	nount:	response to the second	Balloo				
Balloon Payment Ar	nount:	1921 (		n Payment D		Credit	Card
Balloon Payment Ar Date Closed:	ing danggangan Abusan Birington (sa sangkar ray sangkar ray sa sangkar ray sa sangkar ray sa sangkar ray sa sa Sangkar ray sa sangkar ray sangkar ray sangkar ray sa sangkar ray sa sangkar ray sa sangkar ray sa sangkar ray						Card
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:	uency: N/A Consume	r disputes this	Type	n Payment Doof Loan:			Card
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Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen	uency: N/A Consume t History ent Data available for 601176611073XXXX	display.	Type of account in	n Payment Dof Loan:		Credit	A A Control of the Co
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen GATEWAY/CBNA  GATEWAY /CBSE PO Box 6497	uency: N/A Consume t History ent Data available for 601176611073XXXX	display.	Type of account in	of Loan:  formation  11/01/2003		Credit	\$5,000
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen GATEWAY/CBNA  GATEWAY /CBSI PO Box 6497 Sioux Falls, SD-8	uency: N/A Consume t History ent Data available for 601176611073XXXX	display. 12/01/2002	Type of saccount in \$0	of Loan:  formation  11/01/2003		PAYS AS AGREED	\$5,000
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen GATEWAY/CBNA  GATEWAY/CBNA  PO Box 6497 Sioux Falls, SD-6 Account Number:	uency: N/A Consume t History ent Data available for 601176611073XXXX 0 571176497 6011766 Individua	display. 12/01/2002 11073XXXX	Type of second in second i	n Payment Dof Loan: formation  11/01/2003		PAYS AS AGREED	\$5,000 AS ED
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen GATEWAY/CBNA  GATEWAY /CBSI PO Box 6497 Sioux Falls, SD-6 Account Number:	uency: N/A Consume t History ent Data available for 601176611073XXXX 0 571176497 6011766 Individua	display. 12/01/2002 11073XXXX	Type of account in second	n Payment Dof Loan:  formation  11/01/2003		PAYS AS AGREED  PAYS AGRE \$858 \$5,000	\$5,000 AS ED
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen GATEWAY/CBNA  GATEWAY/CBNA  PO Box 6497 Sioux Falls, SD-S Account Number: Account Owner:	uency: N/A Consume t History ent Data available for 601176611073XXXX 0 571176497 6011766 Individua	display. 12/01/2002 11073XXXX I Account.	Type of account in second	n Payment Dof Loan:  formation  11/01/2003  S:  Credit: t Limit: s Frequency:		PAYS AS AGREED  PAYS AGRE \$858 \$5,000	\$5,000 AS ED
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen GATEWAY/CBNA  GATEWAY /CBSI PO Box 6497 Sioux Falls, SD-S Account Number: Account Owner: Type of Account	uency: N/A Consume t History ent Data available for 601176611073XXXX  571176497 6011766 Individua Revolving	display. 12/01/2002 11073XXXX I Account.	Status High Credi Terms	n Payment Dof Loan:  formation  11/01/2003  S:  Credit: t Limit: s Frequency:		PAYS AS AGREED  PAYS AGRES \$858 \$5,000  Month every	\$5,000 AS ED ly (due
Balloon Payment Ar Date Closed: Date of First Delinqu Comments:  81-Month Paymen No 81-Month Paymen GATEWAY/CBNA  GATEWAY/CBNA  GATEWAY /CBSI PO Box 6497 Sioux Falls, SD-Sioux Falls, SD-Sioux Falls, SD-Sioux Falls Account Owner: Type of Account	uency: N/A Consume t History ent Data available for 601176611073XXXX 0 571176497 6011766 Individua Revolving 12/01/20 11/01/20	display. 12/01/2002 11073XXXX I Account.	Status High Credi Terms Balan Amou	n Payment Dof Loan:  formation  11/01/2003  S:  Credit: t Limit: s Frequency:		PAYS AS AGREED  PAYS AGRES \$858 \$5,000  Month every	\$5,000 AS ED Jy (due

Months Reviewed:

sccount Name .	Account Nu	mher	Date Opened	Balance	Date Reported	Past Due	Status		edit mit
Date Major Delinque Reported:	ency First					Market Andrews	n in best lange No. pleghampaille & C.	layik 1888 ki Su a Summanan Su	ognofersyskystelsersk agstofe.
Creditor Classification	on:			Activity	Designator.	· · · · · · · · · · · · · · · · · · ·	N/A	i 	and the same
Charge Off Amount:				Deferr	ed Payment (	Start Da	te:		
Balloon Payment An	nount:		William ( )		n Payment D	ate:	(up. 110. ma. sumbanks, somethick		
Date Closed:				Туре с	f Loan:		Cre (rep cred bein as d	mbined dit Plar presents dit plans ng repo one count)	s two s
Date of First Delings	uency:	N/A	ya Yazini a sana sanbi Manaya ya Kasan Mwaki wek	kana iranggala sangga afkantina Merindanahan	all at a man a fear freeha me fresh iller en delift free free	nggy agus ann aite àir, deille Peile Air		a armer v manneter Michel	
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losed Accou	ınts								
Account Name	Account	Number	Date Opened	Balan	Date ce Reporte	d Pa Du	st Sta	tus	Credit Limit
BANK OF AMERICA	43130726	55845XXX	08/31/20	911 \$5,777	01/02/20	13	PA) AS AGI	YS REED	
BANK OF AMERI	CA	~ ~ <u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </u>	AND THE PARTY OF T		and the second s		K. arm K. Maker r van		
P.O. Box 982235 El Paso, TX-799			4						
		,	/ · · /						c
Account Number:		43130726	58 5XXXX (100 to	Statu	ıs:			PAYS A	_
Account Number:	Miles description of the property of the	43130726 - Joint Acco	(1008	64 )	rs:		P	OPEC	_
Account Owner:	AND A SECURE OF THE SECURE OF	The second section of the second seco	(root	後4) High	Maria de la compania	din stad Chindre styry	P	GREE	_
one Augusta, and compared the compared to the	dibly the state of	Joint Acco	(root	선거 J High Cred	Credit:	i desent deser per l'est ren ren arriva de propriété de dest président deser l'est to	\$	GREE	D (due
Account Owner: Type of Account		Joint Acco	V(+0 o b	선거 J High Cred	Credit. it Limit:		\$ \$ N	AGREE 88,423 Monthly	D (due
Account Owner: Type of Account 1 Term Duration:		Joint Acco	V(*Ook	High Cred Tern Bala	Credit. it Limit:	ng Shada, Jiribigangiping	\$ \$ N	AGREE 58,423 Monthly every m	D (due
Account Owner: Type of Account Term Duration: Date Opened:		Joint Acco Revolving 08/31/201	V(*Ook	High Crec Tern Bala Amo	Credit: it Limit: ns Frequency	ng strada, palgarapidada ng Strada, palgarapidada g T	\$ \$ \$	AGREE 58,423 Monthly every m	D (due
Account Owner: Type of Account  Term Duration: Date Opened: Date Reported:	ent:	Joint Acco Revolving 08/31/201 01/02/201	V(*Ook	High Cred Term Bala Amo	Credit: it Limit: ns Frequency nce: unt Past Due	: \mount:	\$ \$	AGREE 58,423 Monthly every m	(due onth)
Account Owner: Type of Account  Term Duration: Date Opened: Date Reported: Date of Last Payme	ent: nt Amount:	Joint Acco Revolving 08/31/201 01/02/201 12/2012	V(*Ook	High Crec Tern Bala Amo Actu	Credit: it Limit: ns Frequency nce: unt Past Due al Payment /	: Amount:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	AGREE 88,423 Monthly every m \$5,777	(due onth)
Account Owner: Type of Account Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinqu	ent: nt Amount: uency First	Joint Acco Revolving 08/31/201 01/02/201 12/2012	V(*Ook	High Cred Term Bala Amo Actu Date Mon	Credit: it Limit: ns Frequency nce: unt Past Due al Payment A	e: Amount: vity:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	AGREE 68,423 Monthly every m 65,777	(due onth)
Account Owner: Type of Account Term Duration: Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinqu Reported:	ent: nt Amount: uency First tion:	Joint Acco Revolving 08/31/201 01/02/201 12/2012	V(*Ook	High Crec Tern Bala Amo Actu Date Mon Activ	Credit: it Limit: ns Frequency nce: unt Past Due al Payment A of Last Activ ths Reviewed rity Designate	o: Amount: vity: di: or:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	AGREE 58,423 Monthly every m 55,777 01/2013	(due onth)
Account Owner: Type of Account  Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat	ent: nt Amount: uency First tion:	Joint Acco Revolving 08/31/201 01/02/201 12/2012	V(*Ook	High Crec Tern Bala Amo Actu Date Mon Activ	Credit: it Limit: its Frequency ince: unt Past Due al Payment A of Last Active ths Reviewed	o: Amount: vity: di: or:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	AGREE 58,423 Monthly every m 55,777 01/2013	(due onth)
Account Owner: Type of Account Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun	ent: nt Amount: uency First tion:	Joint Acco Revolving 08/31/201 01/02/201 12/2012	V(*Ook	High Crec Tern Bala Amo Actu Date Mon Acti Defe Ball	Credit: it Limit: ns Frequency nce: unt Past Due al Payment A of Last Activ ths Reviewed rity Designate	o: Amount: vity: di: or:	s s s	AGREE 58,423 Monthly every m 55,777 01/2013	(due onth)
Account Owner: Type of Account Term Duration: Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun Balloon Payment A	ent:  nt Amount: uency First  ion: t: amount:	Joint Acco Revolving 08/31/201 01/02/201 12/2012 \$167	V(*Ook	High Crec Tern Bala Amo Actu Date Mon Acti Defe Ball	Credit: it Limit: ns Frequency nce: unt Past Due al Payment A of Last Activ ths Reviewed rity Designate erred Payment	o: Amount: vity: di: or:	s s s	MGREE 58,423 Monthly every m 65,777 01/2013 16 Closed Flexible Spendir	(due onth)

Accoun	t Name	Ac	count l	Number		ate pened	Balan		Date Repo ਹੈ	orted	Past Due	Status	Credit Limit
81-Mo	nth Payn	nent Hist	tory										
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		Sep	Oct	Nov	Dec
2012	*	*	*	*	*	*	*	*		*	*	*	*
2011	***************************************	***************************************				AARTON ARTON	Maria da	*	******	*	*	*	*
e consequencialization de la consequencialization de la consequencialization de la consequencialization de la c	magayer engayê gan ke wesi	Albanapilaswapanin	iaradiiiiibaa		EA-XIACONHIT INV			School School September	TOWNSON.	, N. JOHNSON, THE PHONESTER	actigisibusiyebbasi	transfer to the second of the	or or or other course.
BANK C AMERIC	•	540	663217	9262XXX	x 08	3/01/2011	\$0		08/0	1/2011	en verton 7-a den 20-a de de descripción de descrip	PAYS AS AGREEL	\$5,000 )
BANK	OF AMI	ERICA											
_	Box 982: so, TX-7		:35			>							
Accoun	t Numbe	r:		54663217	9262X	xxx	Statu	18:				PAYS AGRE	
Accoun	t Owner:		g. Mga man mananan mada a a sa	Individual	Accou	ınt.	High	Cred	lit:			\$0	
Type of	Account			Revolving	J	- removini esti tiden atauar eta anno	Cred	it Lim	nit:	~~************************************	er waren filos califold (filosofie exception	\$5,000	)
	uration:	ner ramona sel sensore encerner vina.	engen ya dispitasio dhayangaminasi da na	ugini qu Partin, n, i rekifilir fe Ji kidine/Ald	esi 200, di 300023, agrado 200	ath, glein, green, de rheeret sperger professe, de de h	Term	ns Fre	eque	ncy:	Martines (M. A. Constantino)		ly (due month)
Date O	pened:	و الدولية و المالية و	e april de la constantina del constantina de la constantina del constantina de la co	08/01/201	11		Bala	nce:	*****			\$0	
	eported:	\$4.00 or \$100 markets (\$4.00 or \$1.00 o	ALIE	08/01/201	11	e and new versel, however, we want	Amo	unt P	ast	Due:			enters of the street on the street of the st
Date of	Last Pay	/ment:					Actu	al Pa	yme	nt Amo	unt:		
**	iled Payn		ount:	angan ayananin menjimar		TO THE M. ST. A LANGE CO. LANGE CO.	Date	of La	ast A	ctivity:		N/A	, see
Date M Reporte	ajor Delir ed:	nquency	First				Mon	ths R	evie	wed:		N/A	AMERICAN AND A STREET
Credito	r Classifi	cation:			and a characteristic to		Activ	ity D	esig	nator:		Close	d
Charge	Off Amo	unt:	, . , , , , , , , , , , , , , , , , , ,		and the second second	to an array property and an	Defe	rred	Payr	ment S	tart Dat	e:	
Balloon	Paymen	t Amour	nt:			g. n	Ballo	on P	aym	ent Da	te:		
Date C	losed:			08/2011			Туре	of L	oan:			Credit	Card
Date of	First De	linquenc	у:	N/A	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~						determination from the contract	and the management of the same	
Comme	ents:	d Selectivity is described that the control of the		Account	closed	at consun	ners req	uest	manfrit Pri acco	errangene arrangen fr	varies commensus.	No. of the State Co. of the St. History &	an paridhel pia . An
	onth Payr Month Pa			ailable for	display	NOTE ACTION OF SOME ASSESSMENT	r Philip Hill (Miller Bri	i Mahakana . I A	ostave oc	and the control of th	do to ce eschies w	erpolitikoer (4.3 4752-a	in liber o del jamen con Com
CHASE USA, N		54	016831	0033XXX	X 0	8/03/2007	\$5,39	6	01/0	3/2013	- Berein du ajaminida, entre pa	PAYS AS AGREE	\$9,300 D
Chas	e Card S	ervices	ungarigi yayiyika makkin birabi qirab			money was a state a sea district and	or a Commission of the Commiss				and an area of		
Wilm	3ox 1529 ington, [ 955-99	DE-1985	50	,		.51~.	- 1						
Accour	nt Numbe	er:		5401683		XXXX -V	<b>≩</b> Stat	us:				PAYS AGRE	
Accour	nt Owner:		$\overline{}$	Individua	I Acco	unt.	High	Cre	dīt:		rational numbers of a suita	\$16,4	
<u> </u>	f Accoun	. [2]		Revolving	9	American of States		dit Lir	nit:			\$9,30	0

Account Name Ac	count Number	Date Opened	Balance	Date Reported	Past Due	Status (2)	Credit Limit
						Month every i	ly (due month)
Date Opened:	08/03/2007		Balance			\$5,396	}
Date Reported:	01/03/2013		Amount	Past Due:			non-basid aur nabbasigen
Date of Last Payment:	12/2012		Actual P	ayment Amo	unt:	\$113	
Scheduled Payment Am	ount: \$114		Date of	Last Activity:		01/201	3
Date Major Delinquency Reported:	First		Months	Reviewed:		64	
Creditor Classification:			Activity	Designator:		Closed	1
Charge Off Amount:			Deferred	d Payment S	tart Dat	e:	
Balloon Payment Amour	nt:		Balloon	Payment Da	te:		
Date Closed:			Type of	Loan:		Credit	Card
Date of First Delinquence	y: N/A		**************************************				
Comments:		disputes this sed by credit		mation,	- The state of the	The same of the 4 decide of	

### 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	*	*	*	*	*	*	*	*	*	*	*	*
2011	*	*	*	*	*	*	*	*	*	*	*	*
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	MARKELINE WILLS		you was even been a surprise.	.00000000000000000000000000000000000000	Secretary State Co. N. P. Secretary State Co.	material action and relative state of the		*	*	*	*	*
m manager court to						r ann and radiotector artical ha		, charlest milharan area mba	ar nafa san sanda sana sa na sa sa sa sa			adabat ship believe and
CHASE COMPA		58	88896221	1715XXX	(X 09/	01/2009	\$0	01/	01/2010		PAYS AS AGREED	\$1,000

### **Chase Card Services**

P.O.Box 15298 Wilmington, DE-19850 (800) 955-9900

/ (

7		
588896221715XXXX	Status:	PAYS AS AGREED
Individual Account.	High Credit:	\$43
Revolving	Credit Limit:	\$1,000
	Terms Frequency:	Monthly (due every month)
09/01/2009	Balance:	\$0
01/01/2010	Amount Past Due:	and the state of t
10/2009	Actual Payment Amount:	ne discourse de deux esta mais Maria Address de Maria de Maria de Maria de La companya de La com
туйн (эл хүрнэлэй) 1 бэг бар бар Төвгөг төвөөн хол хавгайн хувай бай бөгөөгөө хүйгэр хүйгэр хор хавгайн хавгаа Э	Date of Last Activity:	10/2009
e Sacrado con la fraction de de con la manda de medida de considerado de decendro de decendro de la coma de co	Months Reviewed:	4
Name was developed about 1 house, a passence 1 Acr 1 and assessed 1 mm and 1 days of 1 Acr 2 Acres 1 days	Activity Designator:	Paid and Closed
acamatata assariy aya saarta waxaa aanaa istiina assariina distrinii Allii Saartii assariitaa in aan seenee se	Deferred Payment Start Date:	OF ALON SERVE (
to taxana tan disempaka kalanda saada ka di di digamin saka landa di Samba Amada di Amada di Amada di Samba di	Balloon Payment Date:	THE PERSONNELLE AND THE PE
09/2009	Type of Loan:	Credit Card
N/A	Middle-Andrew (Marry & 12, 1990), with annual annual annual part (pupper), by Agree Marry (Arthur French & Par	the mine pro-mapping the angles in the mine the factors
	Individual Account. Revolving  09/01/2009 01/01/2010 10/2009	Individual Account. High Credit:  Revolving Credit Limit:  Terms Frequency:  09/01/2009 Balance:  01/01/2010 Amount Past Due:  10/2009 Actual Payment Amount:  Date of Last Activity:  Months Reviewed:  Activity Designator:  Deferred Payment Start Date:  Balloon Payment Date:  09/2009 Type of Loan:

Account Name Accou	nt Number	Date Opened	Balance	Date Reported	Past Due	Status	Credit Limit
Comments:	Account clos	ed at consum	ers reques	t was a same or and the same	منتبته د منين	and the state of t	mandament our States are
81-Month Payment History							
Year Jan Feb M 2009	ar Apr N	lay Jun	Jul A	ug  Sep	Oct *	Nov *	Dec
COMENITY 561247 BANK/NWYRK&	XXXX	12/01/2005	\$0	01/01/2006	erantus, case has about	PAYS AS AGREED	\$500 )
Comenity Bank/NWYRK8	co	e name mente et en	and the second s	- Mangagagaga Abulla (Abulla (	n var var oktobrokrover v	r german visit ffig. 1 - true vintente - Labori	
PO Box 182789 Columbus, OH-4321827	89 ,						
Account Number:	56124XXX		Status:			PAYS AGRE	
Account Owner:	Individual A	count.	High Cr	edit:		\$29	na nga ang ang atawa da ang ang ang ang ang ang ang ang ang an
Type of Account	Revolving		Credit L	imit:		\$500	
Term Duration:	make edigit (67) (s. piritig som sommer i errora riderifor vefe spilling	refuel ad melliot, solo, and it frames /th following in a	Terms	Frequency:			ly (due month)
Date Opened:	12/01/2005		Balance	);		\$0	harmet de lamas e de lama
Date Reported:	01/01/2006	yyeren Main andren er ver remonater ver remonater	Amoun	l Past Due:	********	enterport (1874) (1874) (1874) (1874)	ero o como emplo esta esta
Date of Last Payment:	01/2006			Payment Amo	,	\$29	ning and the suppression are not to the
Scheduled Payment Amoun	لهدائي وويتميين دديد سنوب يتعد دوسته بعد بمديد	gamen ya ay wago kata, shiidad dahaa ishida ka ahaya ka ay sa		Last Activity:	****	01/20	06
Date Major Delinquency Firs Reported:	st	y di fingga nyanggipinin kaning a kaladasa kili makani ali Mali Ali		Reviewed:		1	ones of the state
Creditor Classification:		وسو کارورو ان رید		Designator:		Close	<b>d</b>
Charge Off Amount:	الله والمعارض المعارض	nikalik ili Mada Arasada Mililia ili da Ili da da atra	gg , pp. Million de Couples of Provincian State Couples	d Payment S	~~	te:	
Balloon Payment Amount:	The state of the s	to place the parameter of the parameter		Payment Da	ie.	Chara	Λοοοι:
Date Closed:	K1/A	where the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a section in the second section in the second section is a section in the second section in the second section is a section in the second section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in	Type o	LOAN.		unarg	je Accoun
Date of First Delinquency: Comments:	N/A Account clo	sed at consun	ners reque	st			opige , w A soloni, debit stillness
81-Month Payment History							•
No 81-Month Payment Data	available for dis	splay.	SANSANAN WALLINGS AND	erenann ethanis kenadi as sekistan sissi	ప్రాభావ్య సౌకర్యాలు సౌకర్యం	talleret anstallisisis (eta e. v.)	с шеге жел желеке
ELAN FINANCIAL 41477 SERVI	6856687XXXX	07/01/2011	\$8,235	12/31/2012	2	PAYS AS AGREE	\$7,00 D
ELAN FINANCIAL SERV	ICES	eminend guild de idditional d'Esperance lan	nar kumatan Matan (di Aprilla Amaya (dina)	magamengapapa se pad aranam esentida belanda se belanda de se			Transfer To to the state
Cb Disputes PO Box 108							
Saint Louis, MO-631660 (866) 234-4750	)108						
Account Number:	414776856	687XXXX	Status		alamahkan kan kan kan kan kan kan kan kan kan	PAYS AGR	
Account Owner:	Joint Accou	ınt	High C	redit:		\$9,6	16
7 1000 dire O Willow							***************************************

	ount Number	Date Opened	Balance	Date Reported	Past Due	Status	Credit Limit
Type of Account 🗓				_			
Term Duration:	ag calagan ago angusan in ing di circura di di di circ	tyt - thiệt amangaye man hang is - this	Terms F	requency:		Monthly every m	
Date Opened:	07/01/2011	an y ame a first magazines del menero mino esc	Balance		Contract of the contract of	\$8,235	
Date Reported:	12/31/2012		Amount	Past Due:	Sandra Barria Vincado a	n til og fillet att som en norm by mære	
Date of Last Payment:	12/2012		Actual F	ayment Amo	unt:	\$204	
Scheduled Payment Amou	ınt: \$204	New york (Michael Arthur, ang Jame), appeny, ay an ang and alme a ar	Date of	Last Activity:	***************************************	12/2012	2
Date Major Delinquency F Reported:	irst	agendaja igi 1974 in dalem in dicientaria e di i 1974 e m	Months	Reviewed:		17	A van oon A stankraasta
Creditor Classification:	n ann an Caille an Chairmann ann dhaon beann an maile dhe dhead (1990) an dhead		Activity	Designator:		Closed	
Charge Off Amount:		record for Anna record and a section of the control entered	Deferre	d Payment St	art Date	9:	W.a. A.
Balloon Payment Amount:	maritarin di tari di 1921 a ri partir di popo di differe di procedire di differe per la	Libert Short) na na mar shide a Libe	Balloon	Payment Da	te:		M/46: 201.1.0
Date Closed:	04/2012	ik vara v gustimorna palikiningan papagan papagan inu P han siff i	Type of	Loan:	arte d'Albania gant l'estendiglie.	Flexible Spendir Card	
Date of First Delinquency:	N/A		**************************************	and the selection of the second			
Comments:	Account clo	osed at consu	mers reques	st			
81-Month Payment Histo	ory						
Year Jan Feb	Mar Apr	May Jun	Jul <i>A</i>	lug Sep	Oct	Nov	Dec
2012 * *	* 30	*	* *	*	*	*	
2011	and to the second of the second and the second of the seco	estad alum illustrationes attendes attendes	The state of the s	· · · · · · · · · · · · · · · · · · ·	TO THE STATE OF TH	* Lagranden vor 1990 be	er en e
	766002143XXXX	12/01/200	8 \$12,520	12/31/2012	\$858	PAYS 91 -120 DAYS	\$13,0
ELAN FINANCIAL SER	ágar, maranna í Malain Arasharakarákarák í Najardys Maras Marashira meddin með s	na chantain dh' dhèin a cun chleach dhe dhe dhe dh	deskalarinar open med 1 meteor deskalarin	12/31/2012	\$858	-120	\$13,0
ELAN FINANCIAL SER	VICES	na chantain dh' dhèin a cun chleach dhe dhe dhe dh	deskalarinar open med 1 meteor deskalarin	12/31/2012	\$858	-120	\$13,0
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750	VICES	1st Acc	deskalarinar open med 1 meteor deskalarin	12/31/2012	\$858	-120	Annual Property
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:	VICES 60108	15 1 1 cc 2143XXXX	·-·/		\$858	-120 DAYS	91-120
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:	VICES 60108	15 1 1 cc 2143XXXX	6tatus:	redit:	\$858	PAYS DAYS	91-120
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner:	VICES 60108 403766002 Joint Acco	15 1 1 cc 2143XXXX	Status: High Ci Credit I	redit:	\$858	PAYS DAYS  PAYS 13,42	91-120 3 0 y (due
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner:  Type of Account	VICES 60108 403766002 Joint Acco	2143XXXX unt	Status: High Ci Credit I	redit: Limit: Frequency:	\$858	PAYS DAYS  13,42 \$13,00  Monthl	91-120 3 0 y (due nonth)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner:  Type of Account  Term Duration:  Date Opened:	VICES 60108 403766002 Joint Acco	2143XXXX unt	Status: High Cl Credit I Terms Balance	redit: Limit: Frequency:	\$858	PAYS DAYS \$13,42 \$13,00 Monthl every r	91-120 3 0 y (due nonth)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner:  Type of Account  Term Duration:  Date Opened:  Date Reported:	VICES 60108 403766002 Joint Accor Revolving	2143XXXX unt	Status: High Credit I Terms Balance Amoun	redit: Limit: Frequency: e:		PAYS DAYS \$13,42 \$13,00  Monthl every r \$12,52	91-120 3 0 y (due nonth)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Type of Account Term Duration:  Date Opened: Date Reported: Date of Last Payment:	VICES  60108  403766002  Joint Acco Revolving  12/01/2008 12/31/2012 12/2012	2143XXXX unt	Status: High Ci Credit I Terms Balance Amoun Actual	redit: Limit: Frequency: e: t Past Due:	ount:	PAYS DAYS \$13,42 \$13,00  Monthl every r \$12,52 \$858	91-120 3 0 y (due nonth)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166	VICES  60108  403766002  Joint Accor Revolving  12/01/2008 12/31/2012 12/2012 unt: \$292	2143XXXX unt	Status: High Ci Credit I Terms Balance Amoun Actual Date of	redit: Limit: Frequency: e: t Past Due: Payment Am	ount:	PAYS DAYS  \$13,42 \$13,00  Monthl every r \$12,52 \$858 \$125	91-120 3 0 y (due nonth)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner: Type of Account Term Duration:  Date Opened: Date Reported: Date of Last Payment: Scheduled Payment Amo Date Major Delinquency F Reported:	VICES  60108  403766002  Joint Accor Revolving  12/01/2008 12/31/2012 12/2012 unt: \$292	2143XXXX unt	Status: High Credit I Terms Balance Amoun Actual Date of Months	redit: Limit: Frequency: e: t Past Due: Payment Am	ount:	PAYS DAYS \$13,42 \$13,00  Monthl every r \$12,52 \$858 \$125 N/A	91-120 3 0 y (due month)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner: Type of Account  Term Duration:  Date Opened: Date Reported: Date of Last Payment: Scheduled Payment Amo Date Major Delinquency F Reported: Creditor Classification:	VICES  60108  403766002  Joint Accor Revolving  12/01/2008 12/31/2012 12/2012 unt: \$292	2143XXXX unt	Status: High Credit I Terms Balance Amoun Actual Date of Months	redit: Limit: Frequency: e: t Past Due: Payment Am Last Activity s Reviewed:		PAYS DAYS \$13,42 \$13,00  Monthl every r \$12,52 \$858 \$125 N/A 48  Closec	91-120 3 0 y (due month)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner: Type of Account Term Duration:  Date Opened: Date Reported: Date of Last Payment: Scheduled Payment Amo Date Major Delinquency F	VICES  60108  403766002  Joint Accon Revolving  12/01/2008 12/31/2012 12/2012 unt: \$292  First	2143XXXX unt	Credit I Terms Balance Amoun Actual Date of Months Activity Deferre	redit: Limit: Frequency: e: t Past Due: Payment Am Last Activity Reviewed: Designator:	ount:	PAYS DAYS \$13,42 \$13,00  Monthl every r \$12,52 \$858 \$125 N/A 48  Closec	91-120 3 0 y (due month)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner:  Type of Account  Term Duration:  Date Opened: Date Reported: Date of Last Payment: Scheduled Payment Amo Date Major Delinquency F Reported: Creditor Classification: Charge Off Amount:	VICES  60108  403766002  Joint Accon Revolving  12/01/2008 12/31/2012 12/2012 unt: \$292  First	2143XXXX unt	Status: High Credit I Terms Balance Amoun Actual Date of Months Activity Deferre Balloor	redit: Limit: Frequency: e: t Past Due: Payment Am f Last Activity s Reviewed: Designator: ed Payment Sa	ount:	PAYS DAYS \$13,42 \$13,00  Monthl every r \$12,52 \$858 \$125 N/A 48  Closec	91-120 3 0 y (due month)
ELAN FINANCIAL SER  Cb Disputes PO Box 108 Saint Louis, MO-63166 (866) 234-4750  Account Number:  Account Owner: Type of Account Term Duration:  Date Opened: Date Reported: Date of Last Payment: Scheduled Payment Amo Date Major Delinquency F Reported: Creditor Classification: Charge Off Amount: Balloon Payment Amount	VICES  60108  403766002  Joint Acco Revolving  12/01/2008 12/31/2012 12/2012 unt: \$292  First  02/2012	2143XXXX unt	Status: High Credit I Terms Balance Amoun Actual Date of Months Activity Deferre Balloor	redit: Limit: Frequency: e: t Past Due: Payment Amore Last Activity s Reviewed: Designator: ed Payment S	ount:	-120 DAYS PAYS DAYS \$13,42 \$13,00 Monthl every r \$12,52 \$858 \$125 N/A 48 Closec	91-120 3 0 y (due month)

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Date

Accoun	t Name	Ad	count N	umber	Dat Ope	e ened	Balan	ce Rei	ported	Past Due	Status	Credit Limit
81-Mo	nth Payr	nent His	story									
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	*	*	*	*	*	*	30	30	30	60	90	
2011	*	*	*	*	*	*	*	*	*	*	×	*
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	of handstander has street	Promovante dapaces	Character Makes (Mar)	Hanging activity (Machine Control of Machine Contro	u nazuna este este este este este este este est	erit zamen saanska da siikin oo o	divisiting house to be sufficient to	elementalisti ette (14. 14	Control of the second	alis tellis i telepis oda e ette.	Chilandian aduation	*
FIA CSN	NA	37	4637018	41XXXX	09/	01/2005	\$0	10/	01/2009		PAYS AS AGREEI	\$7,000

### **FIA CSNA**

P.O. Box 982235 El Paso, TX-799982235

Account Number:	37463701841XXXX	Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$3,513
Type of Account 🗓	Revolving	Credit Limit:	\$7,000
Term Duration:	a de la Artico men him digentima con e e e e e e e e e e e e e e e e e e e	Terms Frequency:	Monthly (due every month)
Date Opened:	09/01/2005	Balance:	\$0
Date Reported:	10/01/2009	Amount Past Due:	endigendialitiageilise Englishe analysises Alex II on the Arrive Arrive
Date of Last Payment:	08/2007	Actual Payment Amount:	MARINE STATE OF THE STATE OF TH
Scheduled Payment Amount:	umum uga semannusti merates situlik sikhili dia tehih enduk bikurupean diberes basanur bersama umum	Date of Last Activity:	08/2007
Date Major Delinquency First Reported:	- тур могишная в канцы — поряжену у худуная тур данамур инстпуум» — буумый отой отоброй о	Months Reviewed:	49
Creditor Classification:	<del>um um um dum gezolo</del> estamozo- quimad sibilitat sibilitat subjetitudos pietitudos que propriedad	Activity Designator:	Closed
Charge Off Amount:	and, and it comes the commitment of the Second and the Second Second Second Second Second Second Second Second	Deferred Payment Start Date	<b>3</b> :
Balloon Payment Amount:	man managan manggan ayan ayan ayan karan man dada ayan Karan dada da d	Balloon Payment Date:	na mana ang mananan (1990) (1991) Ang Manananananan ang mananananananananan ang manananananananananananananana
Date Closed:	10/2009	Type of Loan:	Credit Card
Date of First Delinquency:	N/A		and the second s
Comments:	Account closed at consi	umers request	The second secon

## 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	**************************************	*	*	*	*	*	*	· · · · · · · · · · · · · · · · · · ·		
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	norman hammada an da	id List varjet i Verkentario di e	4.4 este proprie 42. jeuns	والمستملة المتعادية	en karlen ein ein ein karlen ein er	and the second s	ettorative electricistics	e Alexandro	# Allertotery realize and low	*	*	* sure in any safer for sure
GECRB DC	/DILLAR	D'S 37	4354090	)460XXX	X 05/	18/2008	\$0	12/	28/2012		PAYS AS AGREEI	\$2,700 D

Account Name Account Number Date Date Balance Reported Due Due Limit

#### GECRB/DILLARD'S DC

P.O. Box 965024 Orlando, FL-328965024 (800) 234-7455

Account Number:	374354090460XXXX	Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$153
Type of Account [2]	Revolving	Credit Limit:	\$2,700
Term Duration:	ia dala spirale, salat salat di direproteiro quelle della beggi subsellativi di della 1900 (1900) di del	Terms Frequency:	Monthly (due every month)
Date Opened:	05/18/2008	Balance:	\$0
Date Reported:	12/28/2012	Amount Past Due:	
Date of Last Payment:	01/2009	Actual Payment Amount:	The state of the s
Scheduled Payment Amount:		Date of Last Activity:	01/2009
Date Major Delinquency First Reported:	aguit (1906 Agusturius - Agustur ann bhaill a dàthaile ann air ann an Aireann agus (1904 Agustur ann an Airean	Months Reviewed:	55
Creditor Classification:	in the second state of the second contraction of a contraction of the second of the se	Activity Designator:	Paid and Closed
Charge Off Amount:	nar "Affrikasione», i insilie <del>a filosolo in processo de mile</del> n e financia de la mile e filosoficia e filosoficia d	Deferred Payment Start Date:	and the second s
Balloon Payment Amount:	an ran articologica arti, artic di acontri filmanti professione parti sono e con e con e con e dell'attributa della Articologia	Balloon Payment Date:	A CONTRACTOR OF THE PROPERTY O
Date Closed:	01/2009	Type of Loan:	Credit Card
Date of First Delinquency:	N/A	rije dilikostroni wanakan zwiadik kuluma, koje kujim 21. Valgaja (1996 ki kususta ki mili 11. d. anga 114 jah pi Najo (14. pi 1996 k	1000 to 1000 to 100 to
Comments:	Account closed at consu	mers request	to the first the first section of the section of th

## 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	}Dec
2012	*	*	*	*	*	*	*	*	*	*	*	
2011	*	*	*	*	*	*	*	*	*	*	*	*
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	terminassen entre	*	*	*	*	*	*	*	*	*	*
2008		made a ser alicina, esquillelle made ell'ad	hartersteamen announcement - bases	and a state of the section	*	*	*	*	*	*	*	*

GECRB/MERVYN'S 604589115395XXXX 12/27/2003 \$0 12/31/2012 PAYS \$0 AS AGREED

### GECRB/MERVYN'S

P.O. BOX 965005 ORLANDO, FL-32896-5005

Account Number:	604589115395XXXX	Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$400
Type of Account	Revolving	Credit Limit:	\$0
Term Duration:	nadana di dari di digita da pamanana da santa da santa da digita (	Terms Frequency:	Monthly (due every month)
Date Opened:	12/27/2003	Balance:	\$0
Date Reported:	12/31/2012	Amount Past Due:	4,7 market 1,900 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Date of Last Payment:	05/2005	Actual Payment Amount:	

eccount Name	Account	Number	Date Opened	Balance	Date Reported	Past Due	Status	Credit Limit
Scheduled Paymen	nt Amount:			Date of	Last Activity:		05/200	5
Date Major Delinqu Reported:	ency First	- and the second company of the second compa	ar hage, 1980, day, milipolitify, and days, the shall a copied time i talken or que i talk	Months	Reviewed:	arren ( , and the project	99	
Creditor Classificat	ion:	, i i graphica i i i i i i i i i i i i i i i i i i	n an and annial desirable and a second services	Activity	Designator:		Paid a	nd Closed
Charge Off Amount		ala add o y folgalifyd o arronglyg lyngaeg geff gy	rite annum af tur Schausschlandelschilde ged (\$60) ett typen 15. (1856/17) / P	Deferre	d Payment St	art Date	):	
Balloon Payment A	mount:		ngapangan ya mga Angang, aya,yeremini makada mada	Balloon	Payment Dat	e:	Photodoxid From a metal accept of a consession	and the second s
Date Closed:	de. Manuel elektrika eresekurutak deben	01/2005	ngamen sangkamena antang menahili menahili s	Type of	Loan:		Charge	e Account
Date of First Deling	uency:	N/A	a reacht trainine and a reacht and a side of the side			************		
Comments:	Auditoria anni materia de 1899	Account clos	sed at consum	ers reques	st		to a Part All Institution and remaining measures 1 to Prince than	a hadaa aa aa daabaa ahaa aa aa aa aa
81-Month Paymer		ailable for dis	play.					
SECRB/SAMS CLUB	77141005	0358XXXX	05/22/2009	\$0	12/28/2012		PAYS AS AGREEL	\$1,500 )
PO Box 965005 Orlando, FL-328 (800) 964-1917 Account Number:		7714100503	358XXXX	Status:			PAYS	
Account Owner:	water racker as a same of the configuration of the	Individual A	count	High Cr	odit		AGRE \$0	.EU
مام به المستدي الدامية المداود دويد فاست الممالية. الأوارات		Revolving		Credit L	editoria e de la compania de la comp		\$1,500	<u>.</u>
	1	11010111119		010011				
Type of Account		**************************************		T				
Term Duration:	de	Construction and extends Managery Secured to Append	indered and control of Management and Analysis and Control of the	Terms	Frequency:	menta (manera en era	Month	ly (due
Term Duration:		05/22/2009	ider de mar (Albander) Naveler mende derkomment Angeler mende de mar (Albander) (Albander) (Albander) (Albander) (Albander) (Albander) (Albander) (Albander)	Terms l	na dinan na finna dinahahman ma ambarasan mas	iden is the side of	Month	
and the second and the second		05/22/2009 12/28/2012		Balance	na dinan na finna dinahahman ma ambarasan mas		Month every	ly (due
Term Duration: Date Opened:		·····		Balance Amoun	<b>3</b> ;	unt:	Month every	ly (due
Term Duration:  Date Opened:  Date Reported:	ent:	12/28/2012		Balance Amoun Actual	e: t Past Due:	unt;	Month every	ly (due month)
Term Duration:  Date Opened:  Date Reported:  Date of Last Paym	ent: nt Amount:	12/28/2012		Balance Amoun Actual I Date of	e: t Past Due: Payment Amo	unt;	Month every \$0	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delingu	ent: nt Amount: uency First	12/28/2012		Balance Amoun Actual I Date of Months	e: t Past Due: Payment Amo Last Activity:	unt:	Month every \$0 05/200 43	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinqu Reported:	ent: nt Amount: uency First tion:	12/28/2012		Balance Amoun Actual I Date of Months Activity	e: t Past Due: Payment Amo Last Activity: Reviewed:		Month every \$0  05/200 43	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat	ent: nt Amount: uency First tion:	12/28/2012		Balance Amoun Actual Date of Months Activity Deferre	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator:	art Dat	Month every \$0  05/200 43	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun	ent: nt Amount: uency First tion:	12/28/2012		Balance Amoun Actual Date of Months Activity Deferre	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment Sa	art Dat	Month every \$0  05/200 43  Paid a	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun Balloon Payment A	ent: nt Amount: uency First tion: t: Amount:	12/28/2012 05/2009		Balance Amoun Actual I Date of Months Activity Deferre Balloor	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment Sa	art Dat	Month every \$0  05/200 43  Paid a	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun Balloon Payment A	ent: nt Amount: uency First tion:	12/28/2012 05/2009		Balance Amoun Actual I Date of Months Activity Deferre Balloor	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment Sa	art Dat	Month every \$0  05/200 43  Paid a	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun Balloon Payment A Date Closed:	ent: nt Amount: uency First tion: t: amount:	12/28/2012 05/2009 06/2009 N/A	sed at consun	Balance Amoun Actual I Date of Months Activity Deferre Balloor Type o	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment S Payment Da Loan:	art Dat	Month every \$0  05/200 43  Paid a	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classifical Charge Off Amount Balloon Payment A Date Closed: Date of First Delince Comments:  81-Month Payme	ent: nt Amount: uency First tion: t: amount:	12/28/2012 05/2009 06/2009 N/A Account clo	sed at consun	Balance Amount Actual I Date of Months Activity Deferre Balloor Type of	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment S Payment Da Loan:	art Dat	Month every \$0  05/200 43  Paid a	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun Balloon Payment A Date Closed: Date of First Delince Comments:  81-Month Payme	ent: nt Amount: uency First tion: t: Amount: quency:	12/28/2012 05/2009 06/2009 N/A Account clo	terret errotation de de constitut sous de transformation de la constitut sous de la constitut de la constitut s L'accommendation de la constitut de la constitu	Balance Amoun Actual I Date of Months Activity Deferre Balloor Type of	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment S Payment Da Loan:	tart Dat	Month every \$0  05/200 43  Paid a	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun Balloon Payment A Date Closed: Date of First Delince Comments:  81-Month Payme  Year Jan 2012 * 2011 *	ent: nt Amount: uency First tion: t: Amount: quency: nt History Feb Mar * *	12/28/2012 05/2009 06/2009 N/A Account clo	terret errotation de de constitut sous de transformation de la constitut sous de la constitut de la constitut s L'accommendation de la constitut de la constitu	Balance Amoun Actual I Date of Months Activity Deferre Balloor Type of	t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment San Payment Dant f Loan: st  Aug Sep	tart Dat	Month every \$0  05/200 43  Paid a	ly (due month)
Term Duration:  Date Opened: Date Reported: Date of Last Paymer Scheduled Paymer Date Major Delinque Reported: Creditor Classificat Charge Off Amoun Balloon Payment A Date Closed: Date of First Delince Comments:  81-Month Payme  Year Jan 2012 * 2011 *	ent: nt Amount: uency First tion: t: Amount: quency:	12/28/2012 05/2009 06/2009 N/A Account clo	terret errotation de de constitut sous de transformation de la constitut sous de la constitut de la constitut s L'accommendation de la constitut de la constitu	Balance Amount Actual I Date of Months Activity Deferre Balloor Type of mers reque	e: t Past Due: Payment Amo Last Activity: Reviewed: Designator: d Payment S Payment Da Loan:	tart Dat	Month every \$0  05/200 43  Paid a	ly (due month)

Account Name Accoun	t Number	Date Opened	Balance	Date Reporte	Past Due	Status PAYS AS AGREED	Credit Limit
KAY JEWELERS	THE PERSON OF THE STREET, STRE	remain or encodinguistic sor puniques to	Milita Santana Internation of the	ter en pero y region <u>and di</u> region , redio	n and the contract of the cont	a ang matika manang nguya a nga pang nguyaka i ng Pa	rrage and reger was to consider
375 Ghent Rd Fairlawn, OH-443334601							
Account Number:	311851XXX	x	Status:			PAYS . AGRE	
Account Owner:	Individual Ad	count.	High C	redit:		\$0	
Type of Account	Revolving		Credit	maker in the Publishment Countries ( Laboratory Countries )	ليبتوه وهوا الكاهم بيدانة الاستنجاد إلا.	\$7,500	
Term Duration:	- Militari di mejuka guperdanggan mpertu yanga majugar yar ay	Magage 1971. Spirithingsprinner ettigent gjær om 1886 og	Terms	Frequency	e all Magnet & The graphed is given the company of the company is given the company of the compa	Monthi every r	
Date Opened:	09/01/2010		Balanc	e:	en terring green per build accepts to	\$0	
Date Reported:	01/01/2011		Amour	t Past Due	·	A —	ner reservative to make and the make
Date of Last Payment:	12/2010	Processor to the decomplete of the second contract of the second contract of the second contract of the second	Actual	Payment A	mount:	\$530	ne i ne provinciana principali ancidenti per a
Scheduled Payment Amount:	1	th All Market are specific for the All Market Addition in the conference of the sec	**	Last Activ	**************************************	12/201	0
Date Major Delinquency First Reported:	остинального удення выстанорого продости	Parkers (Archivelle de Bereiche und deutsche der Leise		Reviewed		4	of access page foliations of access
Creditor Classification:	ar a dea 1964 (ha sa de capación de ca	ren'i fan is an effikansigna <sub>e</sub> eftere , naar 'n <sub>ee</sub> de <sub>e</sub> de <sub>e</sub> de <sub>e</sub> ge <sub>e</sub> ge <sub>e</sub> ge	Activity	Designato	or:	Paid a	nd Close
Charge Off Amount:		* * # 10 to 10 to 140 t	Deferre	ed Paymen	t Start Date	e:	Ber 20' reserve who have been
Balloon Payment Amount:	4 M M C C M combine who may parameter out at the collection	er it en ek ereken mag kommentyapen i in		Payment	40-144 November 1 / 441.	ri sat	
Date Closed:	01/2011	Abeli Kalenci malikumikumikunta dike artumikak (Nade		f Loan:	, p 17 . A 480- Commission and Commission a	Charge	Accoun
Date of First Delinquency:	N/A	May manager design op gydleydd o'fleini yn ddende wlan		en et en souse - de descrite en atroban.	rando de deletar e el marros pilos per el se el demokratica e	**	
Comments:	Account clos	ed at consum	ers reque	st	PROBLEM (N. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		
81-Month Payment History Year jJan Feb Ma 2010	r Apr N	/lay Jun	Jul	Aug S	∍p ∣Oct *	Nov *	Dec
	1603451XXX	12/01/2006	\$0	02/01/20	010	PAYS AS AGREED	\$4,500 )
AMERICAN GENERAL FINA	ANCE	a Bahamanda adina di Albaniyak nagung san sangunggan g	Bible (frontener van mend mil er	hali, daram dari, Ali odarbikan, mbarah gurusum, dari ya	tife in the Control of Control on the Control of Contro	h Santanaka Parkarika Mahambahah Makabaran	rinssad ardt sriads fannsa d
601 NW Second St PO Box 59 Evansville, IN-477010059							
PO Box 59	1206244603	451XXXX	Status			PAYS AGRE	
PO Box 59 Evansville, IN-477010059 Account Number:	1206244603 Joint Accour	Turkenson records against process of the same and	Status High C	de ser companie especiario rido	PO Lath 1 - 2000 Websing Marinese		ED
PO Box 59 Evansville, IN-477010059  Account Number:  Account Owner:	THE BEST FACTORIS FROM LINE WHEN THE WE TO SEE AND	Turkenson records against process of the same and		redit:		AGRE	ED )
PO Box 59 Evansville, IN-477010059  Account Number:  Account Owner:  Type of Account 1	Joint Accour	Turkenson records against process of the same and	High C Credit	redit: Limit:		AGRE \$4,500	ED )
PO Box 59 Evansville, IN-477010059  Account Number:  Account Owner:  Type of Account 1  Term Duration:	Joint Accour Revolving	Turkenson records against process of the same and	High C Credit Terms	redit: Limit: Frequency	/:	\$4,500 \$4,500	ED )
PO Box 59 Evansville, IN-477010059  Account Number:  Account Owner:  Type of Account  Term Duration: Date Opened:	Joint Accour Revolving 12/01/2006	Turkenson records against process of the same and	High C Credit Terms Balanc	redit: Limit: Frequency e:	Constitution of the state of	AGRE \$4,500	ED )
PO Box 59 Evansville, IN-477010059  Account Number:  Account Owner:  Type of Account 1  Term Duration:	Joint Accour Revolving	Turkenson records against process of the same and	High C Credit Terms Balanc Amour	redit: Limit: Frequency	enterview en ann an antheir en ann ann an	\$4,500 \$4,500	ED )

Account Name	Account Number	Date Opened	Balance	Reported	Past Due	Status	Credit Limit
Date Major Delinqu Reported:	uency First	,	Months	Reviewed:		38	
Creditor Classificat	ion:		Activity	Designator:		Paid a	nd Closed
Charge Off Amoun	t:		Deferre	d Payment S	tart Dat	e:	
Balloon Payment A	Amount:		Balloon	Payment Da	te:		
Date Closed:			Type of	Loan:		Charge	e Account
Date of First Deline	quency: N/A						
Comments:	Account cl	osed at consu		st markery designation of the second	er Ger dir. Felende erde	uraze zazen era era zioa eta z	aces in security of

## 81-Month Payment History

Year	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*				N. 1927 / 1920 - 194 4 1 4 1 4 1 1	··· ··· · · · · · · · · · · · · · · ·	***************************************		and the second			
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006		4117 A.S. MATTO TANNESSEE				, +		personal design of the second		***************************************		*
	2 <b>78. 7 A</b> 2-4/8-49/7-42(4).B3	e Andre d'Andre de Leccións de	A William A Will Work and and and	enca caracteria de la caractería de cale	Terrent insmeré	argentrafic (St. 2007) and and all the	omerstand to receive	Land resident for for the second section	s. t. where the reserve the stands	Properties of Properties	ideologija (1924. p. a. noviše novinija	Variation of the St.
VISA/D	SNB	43	0851719	161XXX	( 06/0	1/2009	\$0	09/	01/2011		PAYS AS	\$0

#### VISA/DSNB

9111 Duke Blvd Mason, OH-450408999 (800) 243-6552

Account Number:	430851719161XXXX	Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$0
Type of Account 2	Revolving	Credit Limit:	\$0
Term Duration:	<del>neroja (kradička) kritikopi i rigora (</del> gritigis kritiko — ( faterita ) v metrij lika 22 gravi ( 1962 m.).	Terms Frequency:	The all-Made out to be a marrier sector
Date Opened:	06/01/2009	Balance:	\$0
Date Reported:	09/01/2011	Amount Past Due:	Andrew Manager of the Control of the
Date of Last Payment:	арын түүлү гүрөө шийтин голой айда эйсгийн эйнигийн Хойийн бөгөөн эл шиглөө эл шиглөө байгай	Actual Payment Amount:	The same of the sa
Scheduled Payment Amount:	ann ann an Fhail ann fhir geire i Cherlan ann am meann an ann abhaidh ann ann ann de arbh	Date of Last Activity:	N/A
Date Major Delinquency First Reported:	and the state of the	Months Reviewed:	24
Creditor Classification:	reaction of the term of the term of the term of the terms	Activity Designator:	Closed
Charge Off Amount:	graphy for the contract and expendent had built for built and a 1996 AT and a second of the contract of the an	Deferred Payment Start Date:	The same of the sa
Balloon Payment Amount:	erry, mystyren (1914) (April 1915) (April 1914) (April 19	Balloon Payment Date:	2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Date Closed:	06/2009	Type of Loan:	Credit Card
Date of First Delinquency:	N/A	neon is adequate papering. President include a manifest days. Cambridge (Matthibus Matthibus Mat	The second secon
Comments:	Account closed by const	umer	enterioren etatoko kuitat eta 1900. kiiko (h. 1900.). 1900aa - Lander Hannes, eta 1900a - Lander Konstanton, eta 1900a - Lander Konstanton, eta 1900a - Lander Konst 1900a - Lander Land

## 81-Month Payment History

Year	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	*	*	*	*	*	*	*	*				
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009						*	*	*	*	*	*	*

Customer Service Dept 375 Ghent Rd Fairlawn, OH-443334601 (216) 668-5024

OF BUT VINCENCE ELECTRICAL CONTRACTOR

Account Number:	309488XXXX	Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$5,072
Type of Account	Revolving	Credit Limit:	\$5,072
Term Duration:	r-up, kamusi, akkasadaku, lakku arrin diriplehipika, et i denga J. mpar da sindaket ke introdukt	Terms Frequency:	Monthly (due every month)
Date Opened:	06/01/2007	Balance:	\$0
Date Reported:	03/01/2010	Amount Past Due:	es mande annotation of the design of the state of the second section of the second section of the second second
Date of Last Payment:	08/2007	Actual Payment Amount:	and a finite of the second deviation of the second deviation of the second of the seco
Scheduled Payment Amount:	\$280	Date of Last Activity:	08/2007
Date Major Delinquency First Reported:	menter en entre en entre en	Months Reviewed:	33
Creditor Classification:	am ikan kun 10 maadaan maan ny fisyyyy kepinyidelehideka alao di 184 alianus 1964 (1964). Panas	Activity Designator:	Paid and Closed
Charge Off Amount:	maka ya kang akula salimi. In ilimi namaranan dahilirakhi mara summambad kumpunanda hidi malika	Deferred Payment Start D	ate:
Balloon Payment Amount:	ngagaph op hy Maph, and other Hill States Chamerton (Philips are a function or an activity of the champe of are objected	Balloon Payment Date:	- market opposition of the state of the stat
Date Closed:	08/2009	Type of Loan:	Charge Account
Date of First Delinquency:	N/A	a til ka marikum ti vin nimer mani quanni uma mendidike direktika pekit sayaka tar kin. Ki	
Comments:	Account closed due to	inactivity	an en armanistration de la company de la La company de la company d

### 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	And the state of t									
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	-New Joy Joseph Service Services	gajapagan sura Me , sij M	Anger Desperations and the total		in activist on a community	*	*	*	*	**	Constitute that were	*
WELLS	FARGO	44	6542014	1029XXX	X 02/	01/2004	\$0	05/	01/2007	gg, grav till dette av en gat	PAYS AS	\$5,000

#### WELLS FARGO CARD SERVICES

Crdt Buru Dispute Resoluti PO Box 14517 Des Moines, IA-503063517 (800) 642-4720

Account Number:	446542014029XXXX	Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$0
Type of Account 🗓	Revolving	Credit Limit:	\$5,000
Term Duration:	ikas aranas kat alauta kun junis andi palipi in aranda 1960 in ambikandi a manda da alifandi aran Albama da Al	Terms Frequency:	
· I			

Account Name	Account Number	Date Opened	Balance	Date Reported ()	Past Due	Status	Credit Limit
						Month every	ly (due month)
Date Opened:	02/01/2004	har fash gan fasa di shan ake ngane bidi akh an alisanagan nga di	Balance	•	*****	\$0	of these are the a province
Date Reported:	05/01/2007		Amount	Past Due:			** * *********************************
Date of Last Payment:	a providence from a fire and different accordance to recordance and the consequently recovery of the conference of the c		Actual F	ayment Amo	unt:		
Scheduled Payment A	mount:		Date of	Last Activity:		N/A	
Date Major Delinquend Reported:	cy First		Months	Reviewed:		38	
Creditor Classification:	And the state of t	and the second s	Activity	Designator:	nage a radional	Paid a	nd Closed
Charge Off Amount:	A spec 4 grant at the telescope and assert assertation	THE PARTY OF THE P	Deferre	Payment S	tart Dat	e;	
Balloon Payment Amo	unt:		Balloon	Payment Da	te:		
Date Closed:	03/2004		Type of	Loan:		Credit	Card
Date of First Delinquer	ncy: N/A					man Africa and a sufficient	
Comments:	Account clo	sed at consu	mers reques	:t			

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## **Other Accounts**

These are all accounts that do not fall into the other categories and can include 30-day accounts such as American Express.

You have no accounts classified as "Other" on file

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# **Payment History Key**

	Meaning	Symbol	Meaning	Symbol
	Pays or Paid as Agreed:	*	180+ Days Past Due:	180
	30-59 Days Past Due:	30	Collection Account:	CA
	60-89 Days Past Due:	60	Foreclosure:	Francisco de la companio del la companio de  la companio de  la companio de la co
	90-119 Days Past Due:	90	Voluntary Surrender:	VS
:	120-149 Days Past Due:	120	Repossession:	R ·
	150-179 Days Past Due:	150	Charge Off:	CO

## Inquiries

A request for your credit history is called an inquiry. Inquiries remain on your credit report for two years. There are two types of inquires those that may impact your credit rating and those that do not.

## Inquiries that may impact your credit rating

These inquires are made by companies with whom you have applied for a loan or credit.

Name of Company Date of Inquiry CAPITAL ONE BANK USA 08/07/11

Name of Company

Date of Inquiry

**Creditor Contact Information** 

CAPITAL ONE BANK USA NA PO Box 30281 Salt Lake City, UT 841300281

**ROADLOANS** 

04/13/12, 04/12/12

#### **Creditor Contact Information**

ROADLOANS 5201 Rufe Snow Dr Ste 400 North Richland Hills, TX 761806036

Inquiries that do not impact your credit rating

These inquires include requests from employers, companies making promotional offers and your own requests to check your credit. These inquiries are only viewable by you.

Company Information		Date of Inquiry
PRM-AT&T WIRELESS		05/23/12, 02/23/12
CONSUMERINFO		06/13/12
FIRST ADVANTAGE CREDCO	)	06/18/12
FIRST ADVANTAGE CREDCO	)/	06/09/12
PRM-DSRM NATIONAL BANK		03/23/12
EQUIFAX	April Page Control	01/08/13, 12/07/12
EQUIFAX INFO SVCS.		05/11/12
PRM-FIRST OHIO BANC & LENDING, INC	Comment of the control of the contro	10/09/12, 03/13/12
PRM-HOUSEHOLD BANK	**************************************	01/26/12
AR-METLIFE HOME LOANS, ADIVISION	A	02/23/12
PRM-NEW WAVE LENDING O MASADA	CORP-	03/08/12
PRM-ONEMAIN FINANCIAL		05/22/12, 03/26/12, 02/27/12
PRM-XCELERATED INVESTM	MENTS	03/26/12
Prefix	Prefix	Description
PRM	given t	es with this prefix indicate that only your name and address were to a credit grantor so they can provide you a firm offer of credit or name.(PRM inquiries remain for twelve months.)
AM or AR		es with these prefixes indicate a periodic review of your credit history of your creditors.(AM and AR inquiries remain for twelve months.)
EMPL		es with this prefix indicate an employment inquiry. (EMPL inquiries a for 24 months)
PR		es with this prefix indicate that a creditor reviewed your account as a portfolio they are purchasing.(PR inquiries remain for 12 months.)
Equifax or EFX		es with these prefixes indicate Equifax's activity in response to your t with us for a copy of your credit file or a research request.

Prefix	Prefix Description
ND	Inquiries with this prefix are general inquiries that do not display to credit grantors.(ND inquiries remain for 24 months.)
ND MR	Inquiries with this prefix indicate the reissue of a mortgage credit report containing information from your Equifax credit file to another company in connection with a mortgage loan.(ND inquiries remain for 24 months.)
The second secon	**************************************

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# **Negative Accounts**

Accounts that contain a negative account status. Accounts not paid as agreed generally remain on your credit file for 7 years from the date the account first became past due leading to the current not paid status. Late Payment History generally remains on your credit file for 7 years from the date of the late payment.

## **Closed Accounts**

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Status 🚨	Credit Limit
ELAN FINANCIAL SERVI	414776856687XXXX	07/01/2011	\$8,235	12/31/2012		PAYS AS AGREED	\$7,000

#### **ELAN FINANCIAL SERVICES**

Cb Disputes PO Box 108 Saint Louis, MO-631660108 (866) 234-4750

Account Number:	414776856687XXXX	Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$9,616
Type of Account 🗓	Revolving	Credit Limit:	\$7,000
Term Duration:	man Allen and the design of th	Terms Frequency:	Monthly (due every month)
Date Opened:	07/01/2011	Balance:	\$8,235
Date Reported:	12/31/2012	Amount Past Due:	The state of the s
Date of Last Payment:	12/2012	Actual Payment Amount:	\$204
Scheduled Payment Amount:	\$204	Date of Last Activity:	12/2012
Date Major Delinquency First Reported:	The transportation of extraordinates and trades and group of the global and security and	Months Reviewed:	17
Creditor Classification:	ашын дарамарда, Ангия-орб. М. Курдар к. Ангия байн үзөнүнүндө соролоонун ородо олуушуу БУ-Мос Андай оноордуу су ж	Activity Designator:	Closed
Charge Off Amount:	ajastig ajajantikip siin pirimiteriin ki ki kiki kiin ta katanti (7 Att autor 1975) (kirili sada 1884 (jaleja 1 Tarantii	Deferred Payment Start Date:	norman interferom of the contract of
Balloon Payment Amount:	NINA A MININANA NY MININANA NA MININANA NA MININANA NY FININANA MPINANA MPINANA NY FININANA NA MININANA MPINANA	Balloon Payment Date:	der Freich, die verderstellend deltermandel in Freiselle, zu zufürzusten sehnzusten der zu Abzeiteren Klass
Date Closed:	04/2012	Type of Loan:	Flexible Spending Credit Card
Date of First Delinquency:	N/A		and the second s
Comments:	Account closed at consu	imers request	n attend tasse of the even of a erhode, of a broad of the co

#### 81-Month Payment History

Year	Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	*	*	*	30	*	*	*	*	*	*	*	***************************************
2011	ar or a company of the contract of the contrac	helologia (halika eta eta e	ACCEST-MEMORYMONY	Zel 184841/ES# 25	Kyrofit Alfred Stromer and Stroke		*	to the state of th	*	*	*	*

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Status 🔼	Credit Limit
ELAN FINANCIAL SERVI	403766002143XXXX	12/01/2008	\$12,520	12/31/2012	\$858	PAYS 91- 120 DAYS	\$13,000

#### **ELAN FINANCIAL SERVICES**

Cb Disputes PO Box 108 Saint Louis, MO-631660108 (866) 234-4750

Account Number:	403766002143XXXX	Status:	PAYS 91-120 DAYS		
Account Owner:	Joint Account	High Credit:	\$13,423		
Type of Account 🗓	Revolving	Credit Limit:	\$13,000		
Term Duration:	No. 1 of the Control	Terms Frequency:	Monthly (due every month)		
Date Opened:	12/01/2008	Balance:	\$12,520		
Date Reported:	12/31/2012	Amount Past Due:	\$858		
Date of Last Payment:	12/2012	Actual Payment Amount:	\$125		
Scheduled Payment Amount:	\$292	Date of Last Activity:	N/A		
Date Major Delinquency First Reported:		Months Reviewed:	48		
Creditor Classification:	ССР (160-11) МЕТ Р. С.	Activity Designator:	Closed		
Charge Off Amount:	trifficentifyritete (ch. Eutligen hi et h. 1971 utaansettiin 1975 hermourest 1975 behaare - s.friitte-kassass	Deferred Payment Start Date:			
Balloon Payment Amount:	termination of the second of t	Balloon Payment Date:	r Nadardonija di dingdi valiko od 2015 dina rakonddari popo dia zevoj		
Date Closed:	02/2012	Type of Loan:	Credit Card		
Date of First Delinquency:	07/2012	and the contract of the policy of the contract	fredhed har har he was mile manner i character and a second		
Comments:	Account closed at consumers request				

#### 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	*	*	*	*	*	*	30	30	30	60	90	
2011	*	*	*	*	*	*	*	*	*	*	*	*
2010	*	*	*	*	*	*	*	*	*	*	*	Mr.
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	and the second section of the second	rama ayaan kaa dabaa daya ayaan ayaan	e no en	**************************************	the first of the second section in	ne - mane - , an menne						e and Marie of the Confession

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## Collections

A collection is an account that has been turned over to a collection agency by one of your creditors because they believe the account has not been paid as agreed.

You have no Collections on file

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## **Public Records**

Public record information includes bankruptcies, liens or judgments and comes from federal, state or county court records.

Public record information includes bankruptcies, liens or judgments and comes from federal, state or county court records.

You have no Public Records on file

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## Personal Information

The following information is added to your file either when creditors enter requests to view your credit history, or when you report it to Equifax directly.

Name: Norma P. Hernandez

Social Security Number: XXX-XX-7513 Age or Date of Birth: March 8, 1963

#### Address Information

Current/Previous	Street Address	Date Reported	Telephone
Current	PO BOX 62392 PHOENIX, AZ 85082	Last Reported 01/04/2013	
Former Address 1	413 W MONTE WAY PHOENIX, AZ 85041	Last Reported 01/08/2013	
Former Address 2	508 S SPUR MESA, AZ 85204	Last Reported 05/11/2012	
Former Address 3	526 W MCNEIL ST PHOENIX, AZ 85041	Last Reported 10/19/2010	
Former Address 4	3147 N 7TH AVE APT 205 PHOENIX, AZ 85013	Last Reported 10/19/2010	
Former Address 5	6318 W BECKER LN GLENDALE, AZ 85304	Last Reported 10/19/2010	New of the property of the second of the sec

#### Other Identification

You have no other identification on file.

## **Employment History**

Last Reported Employment: JENSEN TOOLS INC

## Alert(s)

You have no Alerts on file.

### **Consumer Statement**

You have no Consumer Statement on file.

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## **Dispute File Information**

If you believe that any of the information found on this report is incorrect, there are 3 ways to launch an investigation about the information on this report.

When you file a dispute, the credit bureau you contact is required to investigate your dispute within 30 days. They will not remove accurate data from your file unless it is outdated or cannot be verified.

To initiate a dispute online please visit https://www.ai.equifax.com

To check the status or view the results of your dispute please visit https://www.ai.equifax.com

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## How to order your score by phone

By law, you are entitled to obtain your credit score. There is a fee of \$7.95 to obtain your credit score from Equifax Information Services. To request your credit score, please contact:

Equifax Information Services LLC P.O. Box 105167 Atlanta, GA 30348 or call 1-877-SCORE-11

If you are in the process of obtaining a mortgage, you may be entitled to free credit score information. Contact the person making or arranging your loan for further information.

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# A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20006.

- You must be told if information in your file has been used against you. Anyone who uses a
  Credit Report or another type of Consumer Report to deny your application for credit, insurance,
  or employment or to take another adverse action against you must tell you, and must give you
  the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information
  about you in the files of a consumer reporting agency (your "file disclosure"). You will be required
  to provide proper identification, which may include your Social Security number. In many cases,
  the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - · you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.
     In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <a href="www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> for additional information.
- You have the right to ask for a credit score. Credit scores are numerical summaries of your
  credit-worthiness based on information from credit bureaus. You may request a credit score from
  consumer reporting agencies that create scores or distribute scores used in residential real
  property loans, but you will have to pay for it. In some mortgage transactions, you will receive
  credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify
  information in your file that is incomplete or inaccurate, and report it to the consumer reporting
  agency, the agency must investigate unless your dispute is frivolous. See
   <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you
  only to people with a valid need usually to consider an application with a creditor, insurer,
  employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without

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your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>.

- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll -free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a
  user of consumer reports or a furnisher of information to a consumer reporting agency violates the
  FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit <u>www.consumerfinance.gov/learnmore</u>.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:			
<b>1.a.</b> Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006			
<b>b.</b> Such affiliates that are not banks, savings associations, or credit unions	b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357			
2. To the extent not included in item 1 above: a.  National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050			
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480			
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106			
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314			
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590			
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423			
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor			
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416			
** ## PAND ## PAND ## 14 1 14 14 14 14 14 14 14 14 14 14 14 1	k (famous non-monocommunication makes a visitoria sease visitoria a visitoria de la visitoria			

A CONTRACTOR OF THE PERSON OF	7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
The state of the s	8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
	9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

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# Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

- 1. You have the right to ask that nationwide consumer reporting agencies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.
  - Equifax: 1-800-525-6285; www.equifax.com
  - Experian: 1-888-397-3742; www.experian.com
  - TransUnion: 1-800-680-7289; www.transunion.com

An <u>initial fraud alert</u> stays in your file for at least 90 days. An <u>extended alert</u> stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an *identity theft report*. An *identity theft report* includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the *identity theft report*, visit www.consumerfinanace.gov.

- 2. You have the right to free copies of the information in your file (your "file disclosure"). An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.ftc.gov/credit.
- 3. You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information. A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumer.gov/idtheft.
- 4. You have the right to obtain information from a debt collector. If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief like the name of the creditor and the amount of the debt.
- 5. If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file. An identity thief may

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run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft. To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.

To learn more about identity theft and how to deal with its consequences, visit www.consumer.gov/idtheft, or write to the FTC. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state attorney general.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.ftc.gov/credit.

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## Your Rights Under State Law

#### STATE OF ARIZONA - Revised Statutes

A consumer may provide a statement to the consumer reporting agency and, unless there are reasonable grounds to believe that it is frivolous or irrelevant, the consumer reporting agency shall include the statement in the consumer's file if either of the following applies:

- 1. The statement is a written explanation regarding an item of information that the consumer reporting agency denies is inaccurate.
- 2. The statement is regarding the contents of the consumer's file. The consumer may provide such a statement at any time, and the consumer reporting agency shall not charge the consumer for the statement.

A consumer reporting agency may limit a consumer's statement as described above to not more that one hundred words if the consumer reporting agency provides the consumer with assistance in writing the statement.

#### STATE OF ARIZONA - Notice to Consumers

You may request that a security freeze be placed on your Equifax Information Services LLC (Equifax) credit report by sending a request in writing by mail. The security freeze on your credit report will prohibit Equifax from releasing your credit report without your express authorization. The security freeze is designed to prevent the release of your credit report without your consent. However, you should be aware that using a security freeze to take control over who is allowed access to the personal and financial information in your credit report may delay, interfere with or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, government services or payments, rental housing, employment, investment, license, cellular telephone, utilities, digital signature, Internet credit card transaction or other services, including an extension of credit at point of sale. When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the security freeze from your credit report or to authorize the temporary release of your credit report for a specific period of time while the security freeze is in place. To provide that authorization, you must contact Equifax and provide all the following:

- 1. Proper identification.
- 2. The unique personal identification number or password provided by the credit reporting agency.
- 3. The proper information regarding the specific period of time for which the credit report is to be available.
- 4. Appropriate fee.

Equifax will remove the security freeze from your credit file within 3 business days after receiving the above information.

Equifax will authorize the temporary release of your credit report not later than 3 business days after receiving the above information via your written request and within 15 minutes when your request is received via telephone or internet.

A security freeze does not apply to certain persons, including a person, or collection agencies acting on behalf of a person, with whom you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. A security freeze does not apply to the use of your credit report for insurance underwriting purposes.

If you are actively seeking a new credit, loan, utility, or telephone account, you should understand that the procedures involved in lifting security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around or specifically for a certain creditor, with enough advance notice before you apply for new credit to enable the lifting to take effect.

To place a security freeze on your Equifax credit report, send your request via mail to:

Equifax Security Freeze P.O. Box 105788 Atlanta, Georgia 30348

Or, you may contact us on the web at equifax.com or call 800-685-1111.

The fee to place a security freeze on your credit report is \$5.00. If you are a victim of identity theft and you submit a copy of a valid police report that alleges a violation of Section 13-2008, 13-2009 or 13-2010, no fee will be charged. Include your complete name, complete address, social security number, date of birth and payment, if applicable.

Written confirmation of the security freeze will be sent within 10 business days of receipt of the request via first class mail. It will include your unique personal identification number and instructions for removing the security freeze or authorizing the release of your credit report for a specific period of time.

#### Back to Top

Equifax offers you personal credit products that enlighten, enable and empower you. Whether you are understanding your credit, protecting your identity or preparing for a major purchase, Equifax offers the tools you need to make the smartest choices possible. For more information visit www.Equifax.com.

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item 4 if Restricted Delivery is desired.	X Agent
Print your name and address on the reverse so that we can return the card to you.	Addressee
Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name) C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from Item 1?  Yes
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P.O. Box 790408	
St. Louis, mo	
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item 4 if Restricted Delivery is desired.	Agent
Print your name and address on the reverse	☐ Addressee
so that we can return the card to you.  Attach this card to the back of the mailpiece,	Received by ( Printed Name) C. Date of Delivery
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11	If YES, enter delivery address below:
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so that we can return the card to you.  Attach this card to the back of the mailplece,	B. Received by ( Rrinted Name): C. Date of Delivery
or on the front if space permits.	The state of the s
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The same of the sa	If YES, enter delivery address below: ☐ No
Visa Sig Account	
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st. Louis, Md 63179-0408	4. Restricted Delivery? (Extra Fee) ☐ Yes
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item 4 If Restricted Delivery is desired.	Addresses
Print your name and address on the reverse so that we can return the card to you.	LI Addlessee
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so that we can return the card to you.	B. Received by ( Printed Name) C. Date of Delivery
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or on the front if space permits.	D. Is delivery address different from item 17/11 Yes
Article Addressed to:	if YES, enter delivery address below:
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Net. Consumer Acet. Cata	Green M Swann
(1 str Cousemer Man	Sivenon
P.O. BIX 2002	3. Service Type
P.O. BLX 2002	☐ Certified Mail ☐ Express Mail
+ Y 25017	☐ Registered ☐ Return Receipt for Merchandise
Allen, TX 75013	☐ Insured Mail ☐ C.O.D.
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so that we can return the card to you	Addressee
Attach this card to the back of the mailnions	B. Received by (Printed Name) C. Date of Delivery
or on the front if space permits.	
Article Addressed to:	D. is delivery address different from item 1?  Yes
_ , ,	If YES, enter delivery address below:   ☐ No
Equifal	
- II	
P.O. Box 740256	
<u>.</u>	
Atlanta GA 30374	3. Service Type
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or on the front if space permits.				
1. Article Addressed to:  Trans Union Coms Solutions	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
P.O. Box 2000 Chester, PA19022-2000	3. Service Type  Certified Mail			
2. Article Number (Transfer from service labe) 7010 1060 0	1002 2144 3742			
SENDER: COMPLETE THIS SECTION  Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	COMPLETE THIS SECTION ON DELIVERY  A. Signature  X. A. Signature  A. Signature  A. Signature  D. Addressee  B. Recipied by (Printed Name)  D. Date of Delivery			
1. Article Addressed to:  Bank of Marerill  P.O. Boj 982235	D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No N. Villegas/IVI Bacon			
E1 P TX 79998-2235	3. Service Type  Certified Mail Registered Insured Mail C.O.D.  4. Restricted Delivery? (Extra Fee)  Service Type  Express Mail C.O.D.			
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